

ttab

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of Application Serial No. 76/295,515
Published in the Official Gazette of June 18, 2002

03-30-2004

U.S. Patent & TMO/TM Mail Rcpt Dt. #22

UNIVERSAL CITY STUDIOS LLLP,

Opposer,

v.

VALEN BROST,

Applicant.

Opposition No. 153, 683

CERTIFICATE OF MAILING

I hereby certify that on March 30, 2004, this paper is being deposited with the U.S. Postal Service by "Express Mail Post Office to Addressee" service with Express Mail Label No. EV171936384US for delivery to the Commissioner for Trademarks, BOX TTAB NO FEE, 2900 Crystal Dr., Arlington, VA 22202-3513.

Eleanor Elko
Eleanor Elko

**OPPOSER'S NOTICE OF MOTIONS AND MOTIONS
FOR: (1) LEAVE TO FILE A FIRST AMENDED NOTICE OF OPPOSITION AND (2)
SUMMARY JUDGMENT ON NEWLY-PLEADED GROUNDS FOR OPPOSITION**

TO APPLICANT AND HIS COUNSEL OF RECORD:

PLEASE TAKE NOTICE that pursuant to Rules 15(a) and 56 of the Federal Rules of Civil Procedure, opposer Universal City Studios LLLP ("Opposer") hereby moves the Trademark Trial and Appeal Board for orders: (1) granting Opposer leave to file a First Amended Notice of Opposition, in the form attached hereto as Exhibit A, to plead as new and separate grounds for opposition: (a) non-use of the "UNIVERSAL TOYS" mark in commerce by applicant Valen Brost ("Applicant") prior to the filing date of the opposed use-based application, (b) Applicant's lack of ownership of the mark shown in the opposed application, and (c) Applicant's fraud in representing to the Patent and Trademark Office that he had used the mark in commerce prior to the filing date of the opposed application; and (2) granting Opposer summary judgment on the newly-pleaded grounds for opposition, on the grounds that, by Applicant's own admissions in his discovery deposition, and through other undisputed evidence,


there is no genuine issue of material fact as to non-use in commerce, lack of ownership, and fraud, and that Opposer is accordingly entitled to judgment as a matter of law on those claims.

These motions will be based upon this Notice, the proposed First Amended Notice of Opposition attached hereto as Exhibit A, the accompanying declaration of Christopher C. Larkin and exhibits thereto, including testimony and exhibits from Applicant's discovery deposition, the accompanying declaration of Anne B. Nielsen and exhibits thereto, the attached brief in support of the motions, and such other arguments and evidence as may be presented to the Board on these motions.

Dated: March 30, 2004

Respectfully submitted,

SEYFARTH SHAW LLP

By: 

Christopher C. Larkin
Attorneys for Opposer
UNIVERSAL CITY STUDIOS LLLP

2029 Century Park East, Suite 3300
Los Angeles, CA 90067-3063
Telephone: (310) 277-7200
Facsimile: (310) 201-5219

**OPPOSER'S BRIEF IN SUPPORT OF ITS MOTIONS FOR: (1) LEAVE
TO FILE A FIRST AMENDED NOTICE OF OPPOSITION AND (2)
SUMMARY JUDGMENT ON NEWLY-PLEADED GROUNDS FOR OPPOSITION**

Opposer moves the Board for orders: (1) granting Opposer leave to file a First Amended Notice of Opposition, in the form attached hereto as Exhibit A,¹ to add claims based upon Applicant's non-use of the alleged "UNIVERSAL TOYS" mark in commerce prior to the filing date of the opposed use-based application, Applicant's lack of ownership of the mark shown in the Opposed Application, and Applicant's fraud in knowingly making contrary false representations to the Patent and Trademark Office; and (2) granting Opposer summary judgment on those claims.²

PROCEDURAL BACKGROUND

Opposer's original notice of opposition pleaded priority of use of its "UNIVERSAL" marks and name and likelihood of confusion under § 2(d) of the Lanham Act as the statutory basis for opposition.

On March 15, 2004, Opposer took the discovery deposition of Applicant.³ As set forth in detail immediately below, Applicant's testimony about the circumstances surrounding the filing

¹In addition to pleading the non-use, lack of ownership, and fraud claims, the First Amended Notice of Opposition contains some changes to reflect the Board's October 15, 2003 order granting Opposer's motion to substitute Universal City Studios LLLP for the original opposer, Universal City Studios, Inc., and some other minor changes.

²The portion of Opposer's motions that seeks summary judgment is timely filed because it is filed prior to the opening of Opposer's testimony period on April 15, 2004. Because the summary judgment portion of these motions is potentially dispositive of this case, Opposer respectfully requests that the Board immediately suspend this proceeding pending the disposition of these motions, pursuant to Rule 2.117 of the Trademark Rules of Practice.

³The deposition was taken after the close of discovery on February 15, 2004 by stipulation of the parties in order to accommodate the schedules of Applicant and his counsel. The stipulation was filed with the Board on February 18, 2004 and approved in an order dated March 18, 2004. Larkin Decl. ¶ 2.

of the opposed application on August 6, 2001, and related evidence, establish that there are new grounds for opposition, and that there is no genuine issue of material fact that Applicant had not made use in commerce prior to the filing of the opposed use-based application and was not the owner of the mark, and that his representation to the Patent and Trademark Office that he had made use in commerce was fraudulent.

SUMMARY OF FACTS RELEVANT TO THE MOTIONS

Most of the facts summarized below are taken from Applicant's testimony at his discovery deposition and from exhibits thereto.⁴ Regardless of their source, they are undisputed and conclusively establish that Opposer is entitled to amend its notice of opposition, and to obtain summary judgment on the claims that it seeks to raise by amendment.

The Opposed Application

Applicant prepared the opposed application to register the mark "UNIVERSAL TOYS" for "toys" himself, filing it out in his own handwriting, and in his own name. Tr. 38:4-23; Ex. 9. He mailed it to the Patent and Trademark Office on July 31, 2001 under cover of a letter, Tr. 39:6-18, and it was filed on August 6, 2001. Tr. Ex. 9.

Applicant's Pre-Filing Experience in Trademark Registration Matters

At the time of filing the Opposed Application, Applicant was no novice in trademark and trademark registration matters. He had previously filed and prosecuted seven applications to register trademarks in the Patent and Trademark Office on the basis of use in commerce and had personally conducted at least two trademark availability searches, and a Nevada corporation that he had formed, Universal Games, had been a party to a trademark license.

⁴Testimony and exhibits from Applicant's discovery deposition are attached to the Larkin Declaration as Exhibit 1 and will be cited herein as follows: "Tr. __:__; Ex. __."

The Universal Games Trademark License

In 1995, Universal Games signed a license agreement with one of Opposer's predecessors-in-interest, MCA/Universal Merchandising, Inc., to use a mark pertaining to MCA/Universal's film "Apollo 13" on a board game called Solarquest. Tr. 15:19-16:3; 26:22-27:9; Ex. 5. Under the license, Universal Games was required to provide its licensor with certain information and materials relating to "the first interstate shipment by Licensee of each [licensed] Article," including a "shipping document, invoice or purchase order which clearly states the date of first shipment of the Article in interstate commerce, the out-of-state location of the recipient or buyer, and all use of any of the [licensed] Trademarks in relation to the Article." Tr. Ex. 5, ¶ 10. In August, 1995, Universal Games sent its licensor what Universal Games described as "First Use Data," consisting of "a purchase order and proof of first interstate shipment for the Solarquest product," together with actual products. Tr. 31:15-23; 32:18-33:4; Ex. 8. From this experience, Applicant testified that he learned that "[f]or trademark purposes I think that it's important to keep the first original shipping documents. I can't say it was the practice of Universal Games, but when a trademark was--when it was important to a trademark, then the documents would be saved for future reference." Tr. 33:9-14.

Applicant's Prior Applications

Prior to filing the opposed application, Applicant had filed and prosecuted Applications Serial Nos. 74/598,366, 74/613,566, 74/661,603, 75/353,744, 75/558,472, 75/636,481, and 75/878,559 in the Patent and Trademark Office to register various marks for board games or toys. Larkin Decl. ¶ 4; Ex. 2. All but one of these applications had been filed in Applicant's own name, and all were based upon use in commerce. Five matured into registrations. Larkin Decl. ¶ 4; Ex. 3.

Applicant's Prior Trademark Searches

Applicant also had personally conducted trademark availability searches regarding the marks "UNIVERSAL GAMES" and "UNIVERSAL TOYS" using databases at Sacramento State University and the University of Nevada in Reno. Tr. 29:19-30:14; 42:10-43:17.

Applicant's False Representation Regarding Use in Commerce in the Opposed Application

In the opposed application, Applicant represented to the Patent and Trademark Office that the "UNIVERSAL TOYS" mark had first been used on July 1, 2001 and had first been used in interstate commerce on July 31, 2001. Tr. 45:10-21; 46:21-47:2; Ex. 9. His method-of-use clause stated that the "[t]rademark is applied to labels."

Applicant's claimed date of first use of the mark anywhere, July 1, 2001, was a Sunday.⁵ Applicant could not recall specifically what use of the mark was made that Sunday, Tr. 45:22-24; 46:5-7, but he believed that it would only have been correspondence "to somebody somewhere through written or other form" in which the mark was mentioned. Tr. 46:5-18.

Applicant's claimed date of first use in interstate commerce was July 31, 2001, the same date on which he mailed the opposed application to the Patent and Trademark Office. Tr. 46:21-47:5. When asked what use in commerce had been first made on July 31, 2001, Applicant replied: "The solicitation for sales of a product bearing the mark." Tr. 47:6-9. This solicitation took the form of a one-page sales sheet that was first sent to prospective buyers on July 31, 2001. Tr. 47:10-48:5. This was the first time that prospective buyers had been exposed to the product

⁵Opposer requests that the Board judicially notice this fact pursuant to Rule 201(b)(2) of the Federal Rules of Evidence.

shown on the sales sheet. Tr. 50:1-51:4. The sales sheet was submitted by Applicant as his specimen of use in commerce. Tr. 47:12-48:15.⁶

Applicant knew that he could not file an application to register “UNIVERSAL TOYS” until the mark had been used in commerce. Tr. 44:22-45:6. He also knew or should have known that use in commerce required a shipment of goods bearing the mark given his experience with the Universal Games license and the fact that in previous use-based applications, Applicant’s specimen of use had either consisted of a photograph of an actual product that had been shipped, and/or the applications were usually filed at some point after the claimed date of first use in commerce. Larkin Decl. ¶ 4; Ex. 3.

Applicant unequivocally admitted that no use in commerce had been made as of the July 31, 2001 date of the mailing of the opposed application to the Patent and Trademark, or as of the August 6, 2001 filing date: He testified that no shipments or sales of goods bearing the “UNIVERSAL TOYS” mark had been made by then. Tr. 51:5-9; 54:23-55:2. He testified that the first sales of goods bearing the mark occurred in “the late fall of 2001 or early 2002,” perhaps even as late as the New York Toy Fair in February, 2002, and in any event long after the August 6, 2001 filing date. Tr. 51:10-12; 54:23-55:2, 13-23.

Applicant’s Lack of Ownership of the “UNIVERSAL TOYS” Mark

Applicant’s testimony also established that he personally was never the owner of the “UNIVERSAL TOYS” mark when the opposed application was filed, or at any time during its prosecution, or even its intended user. He could not explain why he filed the application in his

⁶Applicant testified that some “UNIVERSAL TOYS” labels existed when he filed the opposed application. Tr. 50:1-20. They were attached to samples boxes for a product called the “Sky Rocket” that had been shown to friends, family, relatives, and graphic artists, but not to buyers. Tr. 50:21-51:4. Toy rockets were never actually sold in these “Sky Rocket” packages because Applicant changed the name of the product on the package from “Sky Rocket” to “Air Power Rocket” before going into production and making sales. Tr. 48:23-49:11; 55:24-56:25.

own name instead of in the name of the Nevada corporation called Universal Games. Tr. 41:17-22. He testified that “UNIVERSAL TOYS” was intended to be (and in fact became) the name of a new Nevada corporation called Universal Toys that was incorporated at some point in 2001 or 2002. Tr. 19:8-17; 39:19-40:15; 41:10-16. Applicant stated in his covering letter to the Patent and Trademark Office on the opposed application that the “UNIVERSAL GAMES” mark reflected “a new toy division under the name ‘Universal Toys.’” Tr. Ex. 9. He testified that this “toy division” was a division of the Universal Games corporation, or a sister corporation. Tr. 40:6-15. Applicant’s specimen of use made no reference to Applicant personally, but instead stated that the goods were “MANUFACTURED BY UNIVERSAL TOYS,” a clear reference to some juristic entity given that natural persons typically do not themselves manufacture goods. Tr. Ex. 9.

Once actual sales of toy rockets bearing the “UNIVERSAL TOY” mark began in late 2001 or 2002, 90% of those sales were invoiced by the Universal Toys corporation, while the remainder were invoiced by the Universal Games corporation or by a third Nevada corporation, Valen Brost Game Company. One of those three companies has always received payment for the goods. Tr. 58:11-59:10.

Applicant has provided some marketing services to third parties as a sole proprietor, Tr. 17:4-18:10, but he was acutely aware of the importance of selling toys only through the Nevada corporations, and not personally. He testified that he had never filed a fictitious business name statement to the effect that he personally was doing business as “Universal Games” or “Universal Toys” because the entities identified by those names are corporations and to state that he was personally doing business under those names “would be inappropriate.” Tr. 60:17-61:5.

ARGUMENT

I.

THE BOARD SHOULD GRANT OPPOSER LEAVE TO AMEND ITS NOTICE OF OPPOSITION TO PLEAD NON-USE IN COMMERCE, LACK OF OWNERSHIP, AND FRAUD.

Rule 15(a) of the Federal Rules of Civil Procedure provides that leave to amend a pleading “shall be freely given when justice so requires.” Fed.R.Civ.P. 15(a). Consistent with this mandate, the Board “has recognized that ‘amendments to pleadings should be allowed with great liberality at any stage in the proceeding where necessary to bring about a furtherance of justice unless it is shown that entry of the amendment would violate settled law or be prejudicial to the rights of any opposing parties’.” *Commodore Electronics Ltd. v. CBM Kabushiki Kaisha*, 26 USPQ2d 1503, 1505 (TTAB 1993) (quoting *American Optical Corp. v. American Olean Tile Co.*, 168 USPQ 471, 473 (TTAB 1971)). Under this liberal standard, amendments have been permitted by the Board under Rule 15(a) even during trial. See TBMP § 507.02 and cases cited therein.

In considering a motion to amend, the “Board must consider whether there is any undue prejudice to [Applicant] and whether the amendment is legally sufficient.” *Id.*; see also *Cool-Ray, Inc. v. Eye Care, Inc.*, 183 USPQ 618, 621 (TTAB 1974). There is no conceivable prejudice to Applicant from granting Opposer leave to amend now.⁷ The basis for the amendment is Applicant’s own testimony during his discovery deposition that the mark in the opposed application had not been used in commerce as of the filing date of the opposed use-based application, that he was never the owner of the mark, and that his representations to the contrary to the Patent and Trademark Office were fraudulent. Larkin Decl. ¶ 3; Ex. 1 These

⁷This motion was filed about than two weeks after Applicant’s discovery deposition and a little more than a week after Opposer’s counsel received a certified copy of the transcript of the deposition from the court reporter. Larkin Decl. ¶ 3.

matters are, by definition, uniquely within Applicant's own knowledge. *See Metromedia Steakhouses Inc. v. Pondco II Inc.*, 28 USPQ2d 1205, 1206-07 (TTAB 1993) (amendment of notice of opposition allowed even after close of discovery where "additional discovery as to the ground sought to be added to the plaintiff's claim should not be necessary" because the relevant facts "would surely be known to applicant"). Given the nature of the facts relevant to the claims that Opposer seeks to add by amendment, Applicant is fully able to defend against those claims without the need to conduct any discovery.

The proposed amendments are also legally sufficient. Having established its standing to oppose registration of Applicant's mark on the basis of Opposer's rights in its "UNIVERSAL" marks, Nielsen Decl. ¶ 2; Ex. 1, Opposer may raise any statutory ground for opposition. *Marmark Ltd. v. Nutrexp, S.A.*, 12 USPQ2d 1843, 1844 (TTAB 1989). Non-use of a mark in commerce prior to the filing date of a use-based application is a proper ground for opposition, *see, e.g., Greyhound Corp. v. Armour Life Ins. Co.*, 214 USPQ 473, 475 (TTAB 1982); *Intermed Communications, Inc. v. Chaney*, 197 USPQ 501, 507-08 (TTAB 1977), as are lack of ownership of the mark at the time of filing a use-based application, and fraud. *See, e.g., Chien Ming Huang v. Tzu Wei Chen Food Co., Ltd.*, 849 F.2d 1458, 7 USPQ2d 1335 (Fed. Cir. 1988) (lack of ownership); *Nat'l Semiconductor Corp. v. Varian Assocs*, 184 USPQ 62, 64 (TTAB 1974) (fraud).

Accordingly, Opposer should be granted leave to file its First Amended Notice of Opposition to assert these additional grounds for refusal of registration.

II.
THE BOARD SHOULD GRANT SUMMARY JUDGMENT ON
OPPOSER'S NON-USE, LACK OF OWNERSHIP, AND FRAUD CLAIMS.

“Summary judgment is appropriate where the movant has established that there is no genuine issue of material fact and that the movant is entitled to judgment as a matter of law.” *Nat’l Cable Television Ass’n Inc. v American Cinema Editors, Inc.*, 937 F.2d 1572, 19 USPQ2d 1424, 1427 (Fed. Cir. 1991). For the reasons discussed below, there is no genuine issue of material fact that no use in commerce of the “UNIVERSAL TOYS” mark had been made when the opposed use-based application was filed, that Applicant was never the owner of the “UNIVERSAL TOYS” mark, and that Applicant’s representations to the Patent and Trademark Office regarding use in commerce were fraudulent.

A. There is No Genuine Issue of Material Fact That the “UNIVERSAL TOYS” Mark Had Not Been Used in Commerce When the Opposed Application Was Filed.

Section 1(a) of the United States Trademark Act permits “[t]he owner of a trademark *used in commerce*” to file an application to register the mark on the basis of such use. 15 U.S.C. § 1051(a) (emphasis added). It has long been the law that a § 1(a) application in which the subject mark has not been used in commerce prior to the filing date is void *ab initio*. *See, e.g., Justin Indus., Inc. v. D.B. Rosenblatt, Inc.*, 213 USPQ 968, 974-75 (TTAB 1981) (application void where first order or sale and delivery of goods under the mark occurred after application filed).

“For purposes of this Act, a mark shall be deemed to be used in commerce--(1) on goods when--(A) it is placed in any manner on the goods or their containers or the displays associated therewith or on the tags or labels affixed thereto . . . and (B) the goods are sold or transported in commerce . . .” 15 U.S.C. § 1127. The undisputed facts establish that Applicant failed to satisfy the statutory requirement for use in commerce prior to his filing of the opposed application. The

goods identified in the opposed application, toy rockets, had not been “sold or transported in commerce” under the mark within the meaning of § 45 of the Act when the opposed application was filed on August 6, 2001, as Applicant admitted that the first shipments of goods in packaging bearing the mark did not occur until months later. Tr. 51:5-9; 54:23-55:2, 13-23. The application is thus void *ab initio* as a matter of law.

B. There is No Genuine Issue of Material Fact That Applicant Did Not and Does Not Own the Mark Shown in the Opposed Application.

Section 1(a) of the United States Trademark Act permits an application filed on the basis of use in commerce to be filed only by the owner of the mark. 15 U.S.C. § 1051(a). A § 1(a) application filed by someone other than the owner of the mark is void *ab initio*. *Huang*, 7 USPQ2d at 1336. The undisputed facts show that Applicant was never the owner of the mark shown in the Opposed Application.

When the opposed application was filed, the “UNIVERSAL TOYS” mark was admittedly intended to identify one or more corporate entities, including a corporation with the same name, as opposed to Applicant personally. Tr. 19:8-17; 39:19-40:15; 41:10-16; Ex. 9. When the mark has actually been used in commerce, beginning in late 2001 or early 2002, it has been used only by those entities, including the Universal Toy corporation, which have produced and sold toy rockets bearing the mark and have received payments therefor. Tr. 58:11-59:10. Applicant has never personally done business as “Universal Toys,” Tr. 60:17-61:5, and apparently filed the opposed application in his own name simply out of habit. Tr. 41:17-22; Larkin Decl. ¶ 4; Ex. 3.

The undisputed facts show that one or more corporate entities, and not Applicant personally, were intended to use the “UNIVERSAL TOYS” mark, and have, in fact, used the mark. The opposed application filed in Applicant’s own name is thus void *ab initio*. *See, e.g.*

Huang, 7 USPQ2d at 1336; *In re Techsonic Indus., Inc.*, 216 USPQ 619, 620 (TTAB 1982); *Holiday Inn v. Holiday Inns, Inc.*, 534 F.2d 312, 189 USPQ 630, 635 n.6 (CCPA 1976) (“It is fundamental that ownership of a mark is acquired by use, not by registration. One must be the owner of a mark before it can be registered”); *Dunleavy v. Koppel Steel Prods., Inc.*, 114 USPQ 43 (Comm’r Patents 1957) (application filed by president of corporation held void *ab initio* where evidence showed that corporation, and not president, used subject mark); *Richardson Corp. v. Richardson*, 51 USPQ 144 (Comm’r Patents 1941) (application filed in name of individual refused where evidence showed that a partnership, and not the individual, used the mark).

C. **There is No Genuine Issue of Material Fact That Applicant’s Representations to the Patent and Trademark Office That the Mark Had Been Used in Commerce Were Fraudulent.**

Fraud in procuring a registration involves a willful withholding from the Patent and Trademark Office by an applicant of material information or facts which, if transmitted and disclosed to the examiner, would have resulted in disallowance of the registration sought. *Nat’l Semiconductor*, 184 USPQ at 64. “A trademark applicant commits fraud in procuring a registration when it makes material representations of fact in [a] declaration which it knows or should know to be false or misleading.” *Medinol Ltd. v. Neuro Vasx, Inc.*, 2003 TTAB LEXIS 227, *13 (TTAB 2003) (citable as precedent of TTAB), citing *Torres v. Cantine Torressella S.r.l.*, 808 F.2d 46, 1 USPQ2d 1483, 1484-85 (Fed. Cir. 1986).

Because a § 1(a) application is void *ab initio* if there is no use in commerce of the subject mark prior to filing, *see* p. 11, *supra*, Applicant’s representation in the opposed application that there was such use when, as shown above, there clearly was none, was necessarily a material false statement. The only remaining issue on this motion is whether that representation was made with the requisite intent.

Specific intent to deceive is not required for a finding of fraud, *General Car and Truck Leasing Systems, Inc. v. General Rent-A-Car Inc.*, 17 USPQ2d 1398, 1400 (S.D. Fla. 1990), *aff'g* *General Rent-A-Car Inc. v. General Leaseways, Inc.*, Canc. No. 14,870 (TTAB May 2, 1998), and fraudulent intent may be inferred from the circumstances surrounding the filing of an application, even on a motion for summary judgment. *Medinol*, 2003 TTAB LEXIS at *15 (citations omitted) . “The appropriate inquiry is therefore not into the [applicant’s] subjective intent, but rather into the objective manifestation of that intent.” *Id.*

The undisputed facts--the “objective manifestation” of Applicant’s intent--show that the only reasonable inference that the Board could draw from the circumstances surrounding the filing of the opposed application is that when Applicant represented to the Patent and Trademark Office that the “UNIVERSAL TOYS” mark was in use in interstate commerce, he knew or should have known that this representation was false. For a non-lawyer, Applicant was remarkably experienced in trademark registration practice. He knew from the Universal Games license that a shipment of goods bearing a mark to an out-of-state buyer was the touchstone of use of that mark in interstate commerce, Tr. Ex. 5, and his company had provided to its licensor “a purchase order and proof of first interstate shipment” of a game sold under the licensed mark. Tr. 31:15-23; 32:18-33:4; Ex. 8. He knew that “[f]or trademark purposes . . . it’s important to keep the first original shipping documents.” Tr. 33:9-14. Consistent with this understanding, in his previous usc-based applications, such as one to register “UNIVERSAL GAMES” for a board game, he had either submitted a photograph of an actual box bearing the mark as a specimen of its use in interstate commerce, and/or the applications were usually filed at some point after the claimed date of first use in commerce. Larkin Decl. ¶ 4; Ex. 3.

But when Applicant signed the oath in the opposed application, he knew that he had no orders for "UNIVERSAL TOYS" rockets, and had made no shipments, sales, or deliveries of goods in packaging bearing the mark. Under these circumstances, Applicant could not have reasonably and actually believed that he had made valid use in commerce of the "UNIVERSAL TOYS" mark when he filed the opposed application. His contrary representation to the Patent and Trademark was fraudulent as a matter of law.

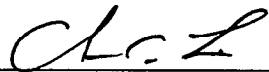
CONCLUSION

For all of the foregoing reasons, Opposer's motions should be granted in their entirety.

Dated: March 30, 2004

Respectfully submitted,

SEYFARTH SHAW LLP

By: _____
Christopher C. Larkin
Attorneys for Opposer
UNIVERSAL CITY STUDIOS LLLP

2029 Century Park East, Suite 3300
Los Angeles, CA 90067-3063
Telephone: (310) 277-7200
Facsimile: (310) 201-5219

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of Application Serial No. 76/295,515
Published in the Official Gazette of June 18, 2002

UNIVERSAL CITY STUDIOS LLLP,

Opposer,

V.

VALEN BROST

Applicant.

Opposition No. 153,683

FIRST AMENDED NOTICE OF OPPOSITION

Opposer Universal City Studios LLLP ("Opposer") believes that it will be damaged by registration of the mark shown in Application Serial No. 76/295,515, and hereby opposes the same. As grounds for opposition, Opposer alleges as follows:

1. Opposer is a limited liability limited partnership organized and existing under the laws of the State of Delaware, with offices at 100 Universal City Plaza, Universal City, California 91608.

2. Opposer is the successor-in-interest to the world famous motion picture studio that has been, since 1912, producing and distributing motion pictures under the mark UNIVERSAL. Opposer sells a wide variety of licensed goods, including toys, under the UNIVERSAL mark.

3. Upon information and belief, applicant Valen Brost ("Applicant") is an individual and U.S. citizen with an address at 770 Southwood, #1, Incline Village, Nevada 89451.

4. On August 6, 2001, Applicant filed Application Serial No. 76/295,515 (the "Opposed Application") to register the mark UNIVERSAL TOYS on the Principal Register for

"toy rockets" on the basis of Applicant's alleged use of the mark in commerce. In connection with the preparation and filing of the Opposed Application, Applicant signed an oath that all statements made therein were true.

5. As of the filing date of the Opposed Application, Applicant had made no use of the mark shown therein in commerce because no goods bearing the mark shown in the Opposed Application had been sold or transported in commerce.

6. Applicant's representation to the Patent and Trademark Office in the Opposed Application that the mark had first been used in commerce on July 31, 2001, the date upon which Applicant mailed the Opposed Application to the Patent and Trademark Office, was a material false representation made for the purpose of inducing the Patent and Trademark Office to issue a registration on the basis of Applicant's alleged use in commerce, and Applicant knew or should have known that it was a false representation because the true facts, known to Applicant at the time, were that no goods bearing the mark shown in the Opposed Application had been sold or transported in commerce.

7. When Applicant filed the Opposed Application, he was not the owner of the mark to be registered, and was not intended to be the entity that used and owned the mark, and Applicant was never the owner of the mark during the prosecution of the Opposed Application. Any post-filing use in commerce of the mark shown in the Opposed Application was by one or more corporations, not by Applicant personally in an individual capacity.

8. Since a time long prior to the filing date of the Opposed Application, or any earlier dates of actual use of the mark shown in the Opposed Application upon which Applicant can rely, Opposer and/or its predecessors-in-interest have continuously used the trademark and service mark UNIVERSAL, and other marks which incorporate the UNIVERSAL mark, on or in

connection with a wide variety of entertainment, communication, marketing and development services and products, including the production, distribution and sale of motion pictures for theatrical and television display, narrated sightseeing tours of motion picture and television production facilities including exhibitions and demonstrations, presentation of musical and dramatic programs, and the licensing and sale of toys.

9. On or about September 29, 1965, a time long prior to the filing date of the Opposed Application, or any earlier dates of actual use of the mark shown in the Opposed Application upon which Applicant can rely, Opposer's predecessor-in-interest Universal City Studios, Inc. was incorporated and thereafter continuously operated and conducted business under the trade name Universal City Studios, Inc. or Universal City Studios.

10. Since a time long prior to the filing date of the Opposed Application, or any earlier dates of actual use of the mark shown in the Opposed Application upon which Applicant can rely, Opposer, its related companies, and/or its predecessors-in-interest have continuously done business under, and have used UNIVERSAL, and other names which incorporate UNIVERSAL, as part of their trade names for businesses with a wide variety of entertainment, communication, marketing and development services and activities.

11. Opposer owns, among others, the following United States Trademark Registrations:

(a) Registration No. 1,144,545 for the mark UNIVERSAL for "entertainment services-namely, production of motion picture films for theatrical and television use and distribution of such films produced by applicant and by others."

(b) Registration No. 1,531,018 for the mark UNIVERSAL STUDIOS for “toys and games, namely, toy watches; toy sunglasses; dolls; stuffed toy animals; puzzles; Christmas tree ornaments.”

(c) Registration No. 1,637,487 for the mark UNIVERSAL for “motion picture photoplays, motion picture and sound films.”

(d) Registration No. 1,803,468 for the mark UNIVERSAL and Globe Design for “entertainment services; namely, production and distribution of a variety of motion pictures and television programs for presentation over television and in theaters.”

(e) Registration No. 1,918,128 for the mark UNIVERSAL INTERACTIVE STUDIOS for “interactive video game programs and interactive video games of virtual reality comprised of computer hardware and software.”

All of these registrations are valid and subsisting and have become incontestible. Copies of Opposer's registrations are attached hereto as Exhibit 1 and are incorporated by reference herein.

12. Through the long, continuous and extensive use of the UNIVERSAL marks and trade names on and in connection with Opposer's and Opposer's predecessors-in-interest's goods, services, and businesses, the marks and trade names have become well-known to the consuming public in the United States. Opposer has developed an exceedingly valuable goodwill with respect to its UNIVERSAL marks and trade names, and those marks and names have come to be recognized by consumers, the trade and the public at large as identifying and distinguishing Opposer as the source and origin of goods, services and businesses sold under those marks and names.

FIRST CLAIM FOR RELIEF
(Likelihood of Confusion with Opposer's Registered Marks)

13. Opposer repeats and realleges the allegations contained in preceding paragraphs 1-12, inclusive, as if fully set forth herein.

14. The mark shown in the Opposed Application so resembles Opposer's registered UNIVERSAL marks, as to be likely, when used on or in connection with the goods identified in the Opposed Application, to cause confusion, to cause mistake, or to deceive, and Applicant's mark is thus unregistrable under § 2(d) of the United States Trademark Act, 15 U.S.C. § 1052(d).

15. Opposer will be damaged by registration of the mark shown in the Opposed Application because registration of the mark would give Applicant *prima facie* evidence of the validity and ownership of, and the exclusive right to use in commerce, a mark that is confusingly similar to Opposer's registered marks.

SECOND CLAIM FOR RELIEF
(Likelihood of Confusion with Previously-Used Trademarks, Service Marks and Trade Names)

16. Opposer repeats and realleges the allegations contained in preceding paragraphs 1-12, inclusive, as if fully set forth herein.

17. The mark shown in the Opposed Application so resembles Opposer's UNIVERSAL trademarks and service marks, and its other marks which incorporate the UNIVERSAL mark, as well as its trade names which incorporate UNIVERSAL, as to be likely, when used on or in connection with the goods identified in the Opposed Application, to cause confusion, to cause mistake, or to deceive, and Applicant's mark is thus unregistrable under § 2(d) of the United States Trademark Act, 15 U.S.C. § 1052(d).

18. Opposer will be damaged by registration of the mark shown in the Opposed Application because registration of the mark would give Applicant *prima facie* evidence of the

validity and ownership of, and the exclusive right to use in commerce, a mark that is confusingly similar to Opposer's marks and trade names.

THIRD CLAIM FOR RELIEF

(No Use in Commerce Prior to Filing of Opposed Application)

19. Opposer repeats and realleges the allegations contained in preceding paragraphs 1-12, inclusive, as if fully set forth herein.

20. Applicant had made no use in commerce of the mark shown in the Opposed Application prior to its filing on August 6, 2001 and the Opposed Application thus was and is void *ab initio* under § 1(a) of the United States Trademark Act, 15 U.S.C. § 1051(a).

21. Opposer will be damaged by registration of the mark shown in the Opposed Application because such registration, resulting from a void application, will give Applicant *prima facie* evidence of the validity and ownership of, and the exclusive right to use in commerce, a mark that is confusingly similar to Opposer's marks and names.

FOURTH CLAIM FOR RELIEF

(Lack of Ownership of Mark)

22. Opposer repeats and realleges the allegations contained in preceding paragraphs 1-12, inclusive, as if fully set forth herein.

23. Applicant was not the owner, or intended owner or user, of the mark shown in the Opposed Application at the time of its filing on August 6, 2001, and has never been the owner of the mark shown in the Opposed Application, and the Opposed Application thus was and is void *ab initio* under § 1(a) of the United States Trademark Act, 15 U.S.C. § 1051(a).

24. Opposer will be damaged by registration of the mark shown in the Opposed Application because such registration, resulting from a void application, will give Applicant *prima facie* evidence of the validity and ownership of, and the exclusive right to use in commerce, a mark that is confusingly similar to Opposer's marks and names.

FIFTH CLAIM FOR RELIEF
(Fraud)

25. Opposer repeats and realleges the allegations contained in preceding paragraphs 1-12, inclusive, as if fully set forth herein.

26. Applicant's representation to the Patent and Trademark Office in the Opposed Application that the mark shown therein had been used in commerce prior to the filing date of the Opposed Application was a material false representation, made for the purpose of inducing the Patent and Trademark Office to issue a registration on the basis of Applicant's alleged use in commerce, which material false representation Applicant knew or should have known was false when made, and Applicant's mark is thus unregistrable under § 1(a) of the United States Trademark Act, 15 U.S.C. § 1051(a).

27. Opposer will be damaged by registration of the mark shown in the Opposed Application because registration will give Applicant *prima facie* evidence of the validity and ownership of, and the exclusive right to use in commerce, a mark confusingly similar to Opposer's marks and names.

WHEREFORE, Opposer prays for the entry of judgment sustaining this opposition and refusing registration to Applicant of the mark shown in the Opposed Application.

Respectfully submitted,

Dated: March 30, 2004

SEYFARTH SHAW LLP

By: 

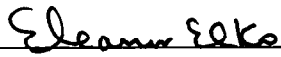
Joan Kupersmith Larkin
Christopher C. Larkin
Attorneys for Opposer
UNIVERSAL CITY STUDIOS LLLP

2029 Century Park East, Suite 300
Los Angeles, California 90067-3063
Telephone: (310) 277-7200

CERTIFICATE OF SERVICE

I hereby certify that on March 30, 2004, I served the foregoing Opposer's Notice Of Motions and Motions for: (1) Leave to File a First Amended Notice of Opposition; and (2) Summary Judgment on Newly-Pleaded Grounds for Opposition on the applicant by depositing a true copy thereof in a sealed envelope, postage prepaid, in First-Class U.S. mail addressed to applicant's counsel as follows:

Kenneth R. Caldwell, Esq.
Watson Rounds
5371 Kietzke Lane
Reno, NV 89511-1448



Eleanor Elko

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of Application Serial No. 76/295,515
Published in the Official Gazette on June 18, 2002

03-30-2004

U.S. Patent & TMO/TM Mail Rcpt Dt. #22

UNIVERSAL CITY STUDIOS LLLP,

Opposer,

v.

VALEN BROST,

Applicant.

Opposition No. 153,683

CERTIFICATE OF MAILING

I hereby certify that on March 30, 2004, this paper is being deposited with the U.S. Postal Service by "Express Mail Post Office to Addressee" service with Express Mail Label No. EV171936384US for delivery to the Commissioner for Trademarks, BOX TTAB NO FEE, 2900 Crystal Dr., Arlington, VA 22202-3513.


Eleanor Elko

**DECLARATION OF CHRISTOPHER C. LARKIN IN SUPPORT OF OPPOSER'S
MOTIONS: (1) FOR LEAVE TO FILE A FIRST AMENDED NOTICE
OF OPPOSITION AND (2) SUMMARY JUDGMENT ON NEWLY-PLEADED
GROUNDS FOR OPPOSITION**

I, CHRISTOPHER C. LARKIN, hereby declare:

1. I am an attorney licensed to practice in the States of New York and California and am a member of the firm of Seyfarth Shaw LLP, counsel for opposer Universal City Studios LLLP ("Opposer"). I make this declaration on the basis of my own personal knowledge and in support of Opposer's motions for leave to file a First Amended Notice of Opposition to plead no use in commerce of the mark shown in the opposed application filed by applicant Valen Brost ("Applicant") prior to its filing and fraud in Applicant's contrary representations to the Patent and Trademark Office, and for summary judgment on these newly-pleaded grounds for opposition.

2. On March 15, 2004, I took the discovery deposition of Applicant in Reno, Nevada pursuant to a stipulation of the parties to conduct that deposition after the close of discovery in order to accommodate the schedules of Applicant and his counsel. A copy of that stipulation

was filed with the Board on February 18, 2004 and approved by the Board in an order dated March 18, 2004.

3. On March 18, 2004, the court reporter in Reno, Nevada forwarded to me a certified copy of the transcript of Applicant's discovery deposition. Attached hereto as Exhibit 1 are true and correct copies of the cover page of that transcript, pages from the transcript that are cited in Opposer's motions, and exhibits identified at Applicant's deposition that are cited in Opposer's motion.

4. Attached hereto as Exhibit 2 are true and correct copies of pages from the Patent and Trademark Office's TARR system reflecting seven applications to register marks filed by Applicant, on the basis of alleged use in commerce, prior to the August 6, 2001 filing date of the opposed application. Five of these applications matured into registrations. Attached hereto as Exhibit 3 are true and correct copies of the file wrappers of four of the applications that matured into registrations (the fifth was not available as of the filing date of these motions).

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 30th day of March, 2004 at Los Angeles, California.



CHRISTOPHER C. LARKIN

TRANSCRIPT DELIVERY



DATE: March 18, 2004

TO: Christopher C. Larkin, Esq.
Seyfarth Shaw
One Century Plaza
2029 Century Park East #3300
Los Angeles, CA 90067

FROM: Terry Jenkins, Office Manager

RE: UNIVERSAL CITY STUDIOS vs BROST

DEPOSITION TRANSCRIPT ENCLOSED

Valen Brost

Thank you very much!

1 Opposition No. 153,683

2
3
4
5 IN THE MATTER OF APPLICATION SERIAL NO. 76/295,515
6 PUBLISHED IN THE OFFICIAL GAZETTE ON JUNE 18, 2002

7 -oOo-

8 UNIVERSAL CITY STUDIOS, LLLP,

9 Opposer,

10 vs.

11 VALEN BROST,

12 Applicant.

=====

13
14 DEPOSITION OF VALEN BROST

15 March 15, 2004

16 Reno, Nevada

17
18
19
20 CERTIFIED
21 COPY
22

23 Reported By: BECKY VAN AUKEN, CCR #418
24 CALIFORNIA CSR #7947
25

-oOo- APPEARANCES -oOo-

FOR THE OPPOSER:

SEYFARTH SHAW
BY CHRISTOPHER C. LARKIN, ESQ.
One Century Plaza
2029 Century Park East
Suite 3300
Los Angeles, California 90067
(310) 201-5289

FOR THE APPLICANT:

WATSON ROUNDS
BY KENNETH R. CALDWELL, ESQ.
- and -
SAMANTHA GREENE, ESQ.
5371 Kietzke Lane
Reno, Nevada 89511
(775) 324-4100

-oOo-

RENO, NEVADA, MONDAY, MARCH 15, 2004, 9:39 A.M.

-oOo-

(Exhibit Nos. 1, 2, 3, and 4 were marked.)

VALEN BROST

Having been first duly sworn by the notary public,
was examined and testified as follows:

EXAMINATION

BY MR. LARKIN:

Q Would you state your name and business
address, please?

A Valen Brost. Business address is
770 Southwood, Unit 1, Incline Village, Nevada 89451.

Q Okay.

MR. LARKIN: I've had the reporter mark as
Exhibits 1, 2, 3 and 4 the notice of Mr. Brost's
deposition today, our stipulation to conduct this
deposition after the close of discovery, a copy of the
stipulated protective order, and a copy of the Trademark
Trial Appeal Board's order entering and acknowledging the
stipulated protective order. If there's anything that

1 Q Do you recall approximately the year in which
2 you dissolved or otherwise terminated the first
3 corporation?

4 A Maybe '96.

5 Q And then there was a year or so before the
6 second corporation was formed?

7 A Yes.

8 Q What were you doing during that year?

9 A Still running the carpet business.

10 Q Was that your sole employment during that
11 year?

12 A Yes.

13 MR. LARKIN: Let's mark as Exhibit 5 a
14 multipage document, the top of which is a letter from MCA
15 Universal Merchandising, Inc., to Mr. Brost dated August
16 24, 1995.

17 (Exhibit No. 5 was marked.)

18 BY MR. LARKIN:

19 Q Mr. Brost, the reporter has handed you what
20 we've marked as Exhibit 5, and we're going to go into
21 this document in a little more detail in a few minutes,
22 but I wanted you to look at the -- look at the entire
23 document, if you want, to see if you can use that
24 document to determine approximately when you ceased the
25 first Universal Games Corporation and went back to the

1 carpet business.

2 A Yeah, this agreement was on the first
3 Universal Games.

4 Q Okay. You testified a few moments ago that
5 you created a second Universal Games Corporation; is that
6 correct?

7 A Yes, I reincorporated or started the business
8 up as a Universal Games, a corporation, as a new
9 corporation.

10 Q And do you recall approximately when that
11 corporation was formed?

12 A Approximately 1998.

13 Q And when you formed the new Universal Games
14 Corporation in 1998, had you closed the Carpet Express
15 business?

16 A Yes. Perhaps it was '97.

17 Q Okay. It's not a test. Just do the best you
18 can.

19 A All right.

20 Q And the second Universal Games Corporation,
21 was that also a Nevada corporation?

22 A Yes.

23 Q When that business was formed -- strike that.

24 When that new corporation was formed, what
25 was its general business?

1 A Games.

2 Q Does that business exist today?

3 A Yes.

4 Q Since you've formed the Universal Games
5 business that exists today, have you had any employment
6 other than that company?

7 A I own marketing. I had a sole proprietorship
8 marketing.

9 Q What was the name of that sole
10 proprietorship? What name did that sole --

11 A Valen Brost Marketing.

12 Q And that was a sole proprietor with you as
13 the sole proprietor -- sole proprietorship with you as
14 the sole proprietor?

15 A Yes.

16 Q When did you first operate as Valen Brost
17 Marketing?

18 A I believe in 1997.

19 Q And does that sole proprietorship exist
20 today?

21 A No.

22 Q How long did you operate a sole
23 proprietorship as Valen Brost Marketing?

24 A About four years.

25 Q So sometime around 2001 you ceased operating

1 Valen Brost Marketing?

2 A Well, the revenue stopped coming in. I still
3 believe I have a bank account, but that hasn't generated
4 any business in several years.

5 Q So since sometime in 2001 you haven't
6 actively engaged in business as --

7 A No, it was a business that received royalties
8 or commissions from my marketing efforts for a toy
9 product that I helped a company distribute, generating
10 sales.

11 Q What product was that?

12 A The stomp rocket.

13 Q And what was the company that produced the
14 stomp rocket?

15 A D&L Company.

16 Q Where were they located?

17 A Porterville, California.

18 Q Did you have a marketing agreement with D&L
19 Company?

20 A Yes.

21 Q Did you ever represent any product other than
22 the stomp rocket?

23 A No.

24 Q What did you do on behalf of D&L?

25 A I generated sales.

1 Q How did you do that?

2 A Telephone solicit, appointments, provide
3 samples.

4 Q This opposition involves an application where
5 the goods are identified as toy rockets. Was the stomp
6 rocket a toy rocket?

7 A Yes, it was.

8 Q Did there come a time when Universal -- that
9 Universal Games Corporation began distributing a toy
10 rocket?

11 A I opened up a sister company, Universal Toys,
12 to handle the toy products, plastic goods, et cetera.

13 Q Was Universal Toys Company also a Nevada
14 corporation?

15 A Yes.

16 Q Do you recall when it was formed?

17 A I think in maybe early 2002.

18 Q Was it formed before or after you stopped
19 actively providing services as Valen Brost Marketing?

20 A The first time Universal Toys label was used
21 was after -- after performing services to the D&L
22 Company.

23 Q Was there ever a period of time prior to the
24 formation of the Universal Toys Corporation where
25 Universal Games distributed toys?

1 contacting MCA Universal?

2 A Yes, I contacted them, and they referred me
3 to Elliot.

4 Q Elliot Lederman, the gentleman who's
5 identified as the third cc on the first page of
6 Exhibit 5?

7 A Yes.

8 Q The pages in Exhibit 5 after the first page,
9 do they constitute an accurate copy of the license
10 agreement that was ultimately signed between Universal
11 Games and MCA Universal Merchandising, Inc.?

12 MR. CALDWELL: Are you asking if each and
13 every paragraph is the same?

14 MR. LARKIN: I'm just trying to authenticate
15 the document. Mr. Brost's initials appear on the third
16 page.

17 THE WITNESS: It looks authentic, but without
18 comparing it to the one I have, I have no way of knowing
19 whether my memory is 100 percent.

20 BY MR. LARKIN:

21 Q That's fine.

22 Was the license between the first Universal
23 Games Corporation, the one that was later dissolved, and
24 MCA Universal Merchandising, Inc., or was it between you
25 personally and MCA?

1 A No, it was between Universal Games.

2 Q The first --

3 A The first corporation, Universal Games.

4 Q Okay. And what was the product that was
5 produced under this license?

6 A It was the Apollo 13 edition of Solar Quest,
7 which was a space travel game.

8 Q Did Universal Games manufacture the game?

9 A Yes.

10 Q Look at the third page of Exhibit 5, if you
11 would, please. About two-thirds of the way down there's
12 a heading that says "Copyright and Trademark Notice: To
13 be provided by Licensor." Do you see that?

14 A Yes.

15 Q Do you recall what copyright and trademark
16 notice was provided by MCA Universal?

17 A Apollo 13. I believe it was probably just
18 for their design of the Apollo 13 logo. The Apollo 13, I
19 don't think it was trademarkable, but they designed their
20 own version of it.

21 Q Was there any use of the Universal globe logo
22 that we discussed a few moments ago on the Apollo 13
23 board game?

24 A No.

25 Q Was there any reference at all on the Apollo

1 recollection as to whether a similar reference to the
2 fact that Apollo 13 was licensed by Universal Studios
3 appeared on the board game?

4 A No, it does not.

5 Q Look at Exhibit 7, if you would, please. Do
6 you see about in the upper portion of Exhibit 7 the
7 Universal mark superimposed over a globe?

8 A Yes, I do.

9 Q Did that mark or a similar mark using the
10 term "Universal" appear on the packaging or the game
11 itself under the Apollo 13 license?

12 A No.

13 Q You can put those aside now.

14 When you formed the Universal Games, the
15 first Universal Games Corporation, why did you adopt
16 Universal as the name of that company?

17 A I just chose it as the name of my company. I
18 went through many options, and I liked the name.

19 Q Did you conduct a trademark search at the
20 time you formed the first Universal Games Corporation?

21 A Yes.

22 Q What was the nature of that search?

23 A To see if there was any Universal Games in
24 the toy and game category, which I believe there was not.

25 Q Did you conduct that search yourself or did

1 Q Okay. In any of your negotiations with
2 Mr. Lederman or anyone else at MCA Universal, did the
3 fact that your company was called Universal Games ever
4 come up?

5 A He understood that our name of our company
6 was Universal Games.

7 Q Did you ever discuss that with him?

8 A He understood our name was Universal Games.

9 Q I understand that. But sitting here today,
10 do you recall any discussions between you and
11 Mr. Lederman or anyone else on the other end of the
12 license --

13 A No, there was no discussions about similarity
14 or anything like that.

15 MR. LARKIN: Let's mark as Exhibit 8 a
16 multipage document on the letterhead of Universal Games
17 dated August 4, 1995. It's actually a letter.

18 (Exhibit No. 8 was marked.)

19 BY MR. LARKIN:

20 Q Mr. Brost, do you recognize Exhibit 8 to be a
21 copy of a letter from Universal Games to MCA Universal
22 Merchandising dated August 4, 1995?

23 A Yes.

24 Q Who is Arin Brost, the signatory?

25 A That was my brother.

1 Q Did you provide to your brother Arin the
2 documents and information that are referred to in
3 Exhibit 8?

4 A I'm unfamiliar with this letter. Arin was
5 acting on behalf of the company, and he probably did what
6 he said he was gonna do.

7 Q I gather from your answer that you don't
8 recall giving your brother purchase order and proof of
9 first interstate shipment for the Solarquest product
10 that's referred to in the first paragraph of Exhibit 8?

11 A I don't recall this particular event.

12 Q Okay. Was it Universal Games' practice to
13 keep records of the first time they shipped a particular
14 product?

15 A In this event it looked like it was part of
16 the license agreement, so it looks like that that's why
17 it was paid particular attention to.

18 Q If you look back at Exhibit 5, the license,
19 for a moment, unfortunately these pages aren't numbered,
20 but if you turn to paragraph 10 of the portion that's
21 called Standard Terms and Conditions, there's a reference
22 to first use data and trademark samples. Do you see
23 that?

24 A Yes.

25 Q Is it your belief based on looking at

1 Exhibit 8, the letter that your brother sent to MCA
2 Universal, that that letter was sent to comply with the
3 requirements in paragraph 10 of Exhibit 5?

4 A Yes.

5 Q Okay. Apart from that, was it the practice
6 of Universal Games to keep records of when they first
7 shipped products for trademark purposes or for any
8 purpose?

9 A For trademark purposes I think that it's
10 important to keep the first original shipping documents.
11 I can't say it was the practice of Universal Games, but
12 when a trademark was -- when it was important to a
13 trademark, then the documents would be saved for future
14 reference.

15 Q Okay. How long did the license that's part
16 of Exhibit 5 last?

17 A It looks like it was a one-year license.
18 Looks like the term was a year and a half, about.

19 Q And sitting here today, do you recall when --
20 regardless of what the term says in the license, do you
21 recall when the license terminated?

22 A No.

23 Q Was it the termination of the license that
24 led Universal Games to be dissolved?

25 A No.

1 other toys or games that were being licensed by
2 Universal?

3 A I do not recall.

4 Q Okay. While we were off the record I had the
5 reporter mark as Exhibit 9 a copy of the application file
6 history for the application that's involved in this
7 opposition. Mr. Brost, a copy of that is to your right
8 there. I'd like to spend a few minutes looking at that,
9 if we could.

10 A Okay.

11 Q Let's start at the back since these files
12 tend to be most recent to oldest. Three pages from the
13 back is a document entitled "Trademark/Service Mark
14 Application, Principal Register, with Declaration" in the
15 upper left-hand corner. Do you see the page I'm
16 referring to?

17 A Yes.

18 Q Okay. And immediately behind that page is a
19 page with the designation declaration at the top. Do you
20 see that page?

21 A Yes.

22 Q Is that your signature?

23 A Yes, it is.

24 Q Okay. And was that the telephone number --
25 is that the telephone number of Universal Games or was

1 that the telephone number of Universal Games in 2001?

2 A Yes.

3 Q And on the last page of Exhibit 9, do you see
4 that?

5 A Yes.

6 Q And then four pages from the back there is
7 what appears to be a letter on letterhead of Valen Brost.
8 Is that your signature about halfway down on the left
9 side?

10 A Yes, it is.

11 Q Okay. And is that page a copy of the cover
12 letter that you mailed to the United States Patent and
13 Trademark Office on July 31st --

14 A Yes.

15 Q -- let me finish my question -- July 31,
16 2001, that covered the following three pages in
17 Exhibit 9?

18 A Yes.

19 Q Okay. I want to spend a few moments on the
20 cover letter, if we could, please. In your cover letter
21 you stated in the second sentence, "I am starting a toy
22 division under the name Universal Toys." Do you see that
23 sentence?

24 A Uh-huh.

25 Q Yes?

1 A Yes.

2 Q What was the status of that toy division when
3 you submitted the application to the Patent and Trademark
4 Office?

5 A Starting.

6 Q And the division, the toy division that you
7 were referring to, was that a division of the Universal
8 Games Company?

9 A Yes. It was a -- it was meant to a sister
10 company, and I believe Universal Games, from what I told
11 you before, had sold some rocket toys, and I decided it
12 was time to start a separate division for the toy
13 division because Universal Games implies more of gaming
14 toys where Universal Toys would imply more of action
15 toys, I guess.

16 Q Okay. What were the toy rocket products that
17 had been sold by Universal Games that you referred to a
18 moment ago?

19 A The stomp rockets. And I'm uncertain as to
20 how many transactions happened before them, but I
21 realized the importance of having a sister company to
22 handle more of the toys that were coming about.

23 Q And were the stomp rockets that had been sold
24 by Universal Games the products produced by the D&L
25 Company?

1 A Yes.

2 Q Did the Universal Games name appear anyplace
3 on those products?

4 A No.

5 Q And you don't recall approximately how
6 many --

7 A No.

8 Q -- shipments?

9 A No.

10 Q Okay. Earlier in your testimony you
11 identified a Nevada corporation called Universal Toys.
12 Was that in existence when you filed the application on
13 July 31, 2001?

14 A I don't recall the exact date of
15 incorporation. It could have been earlier that year in
16 2001.

17 Q Who made the decision to file the application
18 in your name personally as opposed to the Universal Games
19 Company?

20 A I made that decision.

21 Q And why did you decide to do that?

22 A I don't have an exact reason.

23 Q Do you recall, in July of 2001, giving any
24 thought to filing the application in the name of the
25 Nevada corporation, Universal Games?

1 A Can you restate the question?

2 Q Sure. Well, let me withdraw it and we'll
3 come back to it.

4 Using the July 31, 2001, date of your letter
5 to the Patent and Trademark Office as a benchmark, can
6 you tell me when you first thought about using the name
7 Universal Toys in addition to Universal Games?

8 A When I first thought about it was probably in
9 the year 2000 sometime.

10 Q And did you ever do a trademark search of the
11 sort that you mentioned a few moments ago with respect to
12 the Universal Games mark?

13 A Yes. I would have done the same search.

14 Q Do you recall when that was done?

15 A Prior to this application, so probably early
16 2001. And I would have done that at the University of
17 Sacramento business office.

18 Q I'm sorry?

19 A I believe I did that at the University of
20 Sacramento. They have a business library.

21 Q Are you referring to Sacramento State
22 University?

23 A Yes.

24 Q Okay.

25 A Yeah, they have a business library, and they

1 also subscribed to the -- to the CDs at that time.

2 Q Why did you not go back to University of
3 Nevada here in Reno?

4 A I think I was in the area at the time.

5 Q Did you engage a lawyer to assist you at any
6 point in that search process?

7 A No.

8 Q What did you do in the search?

9 A I looked in the categories for toys, and I
10 looked for any marks that would be confusing or similar,
11 and I did not come up with any. In my opinion, of
12 course.

13 Q Did you ever -- strike that.

14 In the course of that search, did you ever
15 download or generate any documents?

16 A I'm sure I generated documents. Whether I
17 saved them or not I'm unsure at this time.

18 Q Okay. I think we served a document request
19 earlier in the case about the process, and I think your
20 response was the only thing was what was in the
21 application. Sitting here today, do you recall having
22 any documents from whatever search you did at Sacramento
23 State on the Universal Toys mark, or did you throw them
24 out?

25 A I'm uncertain.

1 Q Have you ever looked for them in this case?

2 A I looked through documents. I did not find
3 them. But from what you said kind of joggles my memory
4 that maybe there is, you know, if I really search, maybe.
5 I'm unsure. I know I generated them and printed them
6 out. I don't know where they are.

7 Q Okay. Would you mind taking another look
8 since you --

9 A Sure.

10 Q -- think you may have them?

11 A Sure.

12 Q And if you do have them, produce them to us?

13 A Sure.

14 Q Thank you.

15 A Sure.

16 Q Other than looking at the database or
17 whatever materials you looked at at Sacramento State, did
18 you do anything in connection with your search on the
19 Universal Toys mark?

20 A Other than that, no. I just looked through
21 pending and through registered trademarks.

22 Q When did you decide that you should file an
23 application to register the Universal Toys mark, again,
24 using the July 31, 2001, date of your letter as a
25 benchmark? How far in advance of that did you decide

1 that you should file?

2 A I'm sure it was earlier in that year of 2001.

3 Q Was there a reason that you did not file the
4 application until the end of July 2001?

5 A Because it was being used in interstate
6 commerce at that point.

7 Q Look at the page immediately following your
8 cover letter to the Patent and Trademark Office.

9 A Okay.

10 Q Do you see about two-thirds of the way down a
11 block that says "Basis for Application," and you checked
12 off the first of those several bases?

13 A Yes.

14 Q Let's look first at the bullet point that
15 says, "Date of first use anywhere." And there's an
16 entry, "7/01/01." Do you see that?

17 A Yes.

18 Q Okay. Did you enter the date July 1st, 2001,
19 as the date of the first use of the mark anywhere in the
20 application?

21 A I would have entered that, yes.

22 Q Okay. What use had been made -- what use was
23 first made of the mark on July 1st, 2001?

24 A I'm uncertain.

25 Q If I told you that looking at a calendar

1 indicated that July 1st, 2001, was a Sunday, would that
2 possibly help you?

3 A No. I quite often work seven days a week in
4 my business since I work out of my home pretty much.

5 Q Okay. Sitting here today, you can't recall
6 what use of the mark was first made on July 1st, 2001?

7 A No, I can't.

8 Q Can you recall the nature of the use?

9 A It would have been correspondence other than
10 in the actual form of the mark, which I was more logo
11 orientated.

12 Q Help me out with that answer. Correspondence
13 other than the actual form of the mark. What do you mean
14 by "correspondence"?

15 A Communicating to somebody somewhere through
16 written or other form.

17 Q In which the mark was mentioned?

18 A Yes.

19 Q All right.

20 A Universal Toys.

21 Q Above that entry there are two more bullet
22 points. One says, "Date of first use of the mark in
23 commerce which the U.S. Congress may regulate (for
24 example, interstate or between the U.S. and a foreign
25 country.)" You inserted the July 31st, 2001, date; is

1 that correct?

2 A Yes.

3 Q And that's the same date as that of your
4 cover letter to the Patent and Trademark Office, correct?

5 A Correct.

6 Q What was the use in commerce that occurred
7 on -- first occurred on July 31st, 2001?

8 A The solicitation for sales of a product
9 bearing the trademark.

10 Q And what form did that solicitation take?

11 A Brochures.

12 Q Let's look at the first page of this exhibit,
13 if you would, please, which is a copy of the specimen of
14 use that is contained in the file wrapper.

15 A Yes.

16 Q Is that the front page of a copy of the
17 brochure that you referred to a moment ago?

18 A Yes.

19 Q Okay. And to whom was that first distributed
20 on July 31st, 2001?

21 (Interruption in proceedings.)

22 THE WITNESS: Excuse me. Sorry.

23 BY MR. LARKIN:

24 Q That's quite all right.

25 A This would have gone to buyers, which I would

1 have to look back to the file to see which buyers' names
2 I would have saved.

3 Q And is it correct that the brochures were
4 first sent to the buyers on July 31st, 2001?

5 A Yes.

6 Q The first page of Exhibit 9 is a single
7 document. How long was the brochure? Or was that it?
8 Is the first page of Exhibit 9 the entirety of the
9 brochure you referred to a moment ago?

10 A That is the brochure.

11 Q Okay. Brochure implies several pages, but is
12 it correct that --

13 A That's a sales sheet.

14 Q Okay. Sales sheet; is that right?

15 A Yes. I would have had a cover letter to the
16 buyer.

17 Q Okay. There's a box that's shown about
18 two-thirds of the way down on the right side. Do you see
19 that on the sales sheet?

20 A Yes.

21 Q Was that box in existence at the time you
22 sent the sales sheet out?

23 A The artwork was in existence, the box never
24 went to print as such because we changed the name from
25 Sky Rocket to Air Power Rocket because even though I

1 searched the -- I did a full search of the name Sky
2 Rocket, when I was in a toy store I found a little toy
3 called Sky Rocket that -- right before we went to print
4 that was not registered nor had a registration pending,
5 but in courtesy to the company that was selling it, to
6 avoid future problems I changed the name.

7 Q Okay. So is it correct to say that the box
8 that's depicted on the first page of Exhibit 9 was never
9 actually printed as the box that contained product?

10 A Correct. The logo was changed for the name
11 of the product.

12 Q And you were kind enough to bring me one
13 today?

14 A Yes.

15 Q And we'll look at that in a few moments. But
16 this says Air Power Rocket in approximately the same
17 place that the box used to say Sky Rocket?

18 A Yes.

19 Q The Universal Toys mark appears on the first
20 page of Exhibit 9 in the lower right-hand corner. Do you
21 see that?

22 A Yes.

23 Q Was that printed on the brochure or was it a
24 label?

25 A That's printed on the brochure.

1 Q Look back to the pages of the initial
2 application, if you would, please, toward the end. We
3 were looking at those a moment ago. It's three pages
4 from the back. This one you can't blame on me. PTO does
5 this. On the last bullet point we were looking at a
6 moment ago, the bullet says, "Specify intended manner or
7 mode of use of mark on or in connection with goods or
8 services." And you wrote in, "Trademark is applied to
9 labels." Do you see that?

10 A Uh-huh.

11 Q Yes? Verbal answer, please. Yes?

12 A Yes.

13 Q Were there any labels bearing the Universal
14 Toys mark in existence when you filed -- when you mailed
15 the application to the Patent and Trademark Office on
16 July 31st?

17 A Yes. This product was actually printed and
18 on boxes with sample boxes. Before we went to full
19 production print, I changed the name to Air Power Rocket.
20 So I had samples of product with those labels on them.

21 Q Had those samples ever been shown to anybody
22 before July 31st, 2001?

23 A Yes.

24 Q Who had they been shown to?

25 A Friends, family, relatives, graphic artists.

1 Q Had they ever been shown to any prospective
2 customers before you sent the brochure out on July 31st,
3 2001?

4 A No.

5 Q I gather that as of the time that you mailed
6 in the application on July 31st, 2001, you hadn't sold
7 any toy rockets that had the Universal Toys label on
8 them; is that right?

9 A Correct.

10 Q When was the first sale of a toy rocket in a
11 box that had the Universal Toys label on it?

12 A I believe it was in the fall of 2001.

13 Q And do you recall who that first sale went
14 to?

15 A No, I don't.

16 MR. LARKIN: I'd like to mark this. I know
17 we talked a little bit about how we're going to do that.
18 Why don't we mark the box and I'll examine the witness
19 about it.

20 BY MR. LARKIN:

21 Q Can I keep that box? Can we keep it for
22 purposes of the transcript?

23 A There was an earlier version to that box that
24 looked -- that's that year's model. Last year's model
25 looked different and looked more like the one in the

1 A Yes.

2 Q Did you keep any earlier -- strike that.

3 Earlier this morning we looked at a letter
4 that your brother sent to Universal in connection with
5 your Apollo 13 license about the first sale of the Apollo
6 13 board game under the license. Did you or Universal
7 Games keep any records of the first sale of a box
8 containing the Universal Toys trademark?

9 A The first sale to a customer?

10 Q Yes.

11 A It's probable. I do have records of sales,
12 yes. Are you referring to this July submission,
13 July 31st?

14 Q Well, fair enough. Let's start there.

15 In the trademark application you listed the
16 date of first use of July 1st, 2001. The date of first
17 use in commerce is July 31st, 2001. Do you believe that
18 there are any records that reflect sending the brochures?

19 A Yes.

20 Q There are?

21 A I believe that I would have the July 31st
22 along with the -- who it was sent to and what was said.

23 Q But your recollection sitting here today is
24 the first sale, the first shipment of an actual box
25 bearing the Universal Toys mark took place sometime in

1 the fall of 2001?

2 A In the late fall of 2001 or early 2002.

3 Q In one of your interrogatory answers in this
4 case you identified the trade shows or trade fairs at
5 which rockets bearing the Universal Toys marks had been
6 displayed or exhibited, and the first of those was the
7 New York International Toy Show in February of 2002. Do
8 you recall displaying the product at the -- I think
9 that's called Toy Fair --

10 A Yes, the New York Toy Fair.

11 Q -- Toy Fair in February 2002?

12 A Yes, I do.

13 Q Does displaying the toy rockets under the
14 Universal Toys mark at Toy Fair 2002 refresh your memory
15 as to when the first shipment of product was? Before or
16 after that?

17 A No, I know I had product at the New York Toy
18 Fair.

19 Q Sitting here today, do you recall shipping
20 any product before the New York Toy Fair in 2002?

21 A I am uncertain. It was approximately that
22 time because these came from China, so it's just a long
23 process.

24 Q When you filed -- when you mailed in the
25 application on July 31st, 2001, did you actually have a

1 finished product in hand?

2 A Yes. We had made up these, but I only make
3 up, like, usually 20 or 40 finished to send off to
4 customers.

5 Q And by "these" you're referring to the
6 rockets --

7 A The Sky Rocket package. I had finished
8 product at that time, but it wasn't production product.
9 It was good enough to sell on a shelf, but it wasn't
10 production.

11 Q And at some point thereafter you got
12 production product in from China?

13 A Yes. But we changed the name before we had
14 China start cranking off the production of it.

15 Q And the name change was from Sky Rocket to
16 Air Power Rocket?

17 A Yes.

18 Q Do you recall approximately when that name
19 change occurred?

20 A It was either August or September.

21 Q Of 2001?

22 A Of 2001. Probably September 2001.

23 Q And that name change occurred before you
24 ordered production quantities from China?

25 A Yes.

1 Q But toys is simply a generic name for what
2 that company is selling, correct?

3 A I can't agree with you, if that's the
4 question.

5 Q Okay. Have you ever referred to your
6 Universal Toys division or the Universal Toys Company
7 simply as Universal?

8 A No.

9 Q Have you ever used the word Universal alone?

10 A No.

11 Q When the first sales of toy rockets bearing
12 the Universal Toys mark occurred, who invoiced the sale?
13 Was it Universal Toys, the Nevada company, Universal
14 Games, or you personally?

15 A Universal Toys.

16 Q The Nevada company?

17 A Yes.

18 Q And is that who got paid?

19 A Yes.

20 Q And has that been the case since the first
21 actual shipment of products that Universal Toys, the
22 company, invoices the sale and Universal Toys, the
23 company, gets paid?

24 A 90 percent of the product.

25 Q And the other 10, who is it?

1 A Universal Games and Valen Brost Game Company.

2 Q And what separates that 10 percent from the
3 other 90? Why does that 10 percent exist at all?

4 A Because some buyers set me up in their
5 system, set me as far as they know me as the selling
6 agent that sells them something, they have it set up in
7 their system under a specific name, and they find it
8 easier just to write out a purchase order to that
9 company. So then internally I have to bill them for that
10 and then account for the product.

11 Q Do you recall ever receiving payment where
12 the check or the other form of payment simply said
13 "Universal"?

14 A No.

15 Q Have you ever considered assigning the
16 application that is at issue in this opposition from
17 yourself, personally, to Universal Toys, the Nevada
18 company?

19 A Can you restate that, please?

20 Q Let me ask it more directly. The application
21 that's at issue in this opposition was filed by you
22 personally. Have you ever assigned that application to
23 the Nevada company, Universal Toys?

24 A Is assignment the same as a license?

25 Q No. Have you ever assigned the application

1 so that at the end of this process, if you prevail, the
2 registration will issue to Universal Toys, not to Valen
3 Brost?

4 A It will issue to Valen Brost.

5 Q So you've never assigned the application?

6 A No, I have not.

7 Q You mentioned license, and you are a licensee
8 with Universal. Have you licensed the Universal Toys
9 mark from the applicant, Valen Brost, personally, to
10 Universal Toys?

11 A I am uncertain.

12 Q Do you recall, is there any sort of written
13 agreement between Valen Brost, the applicant, and
14 Universal Toys, the Nevada company, about use of the
15 Universal Toys mark?

16 A I am uncertain.

17 Q Have you ever, you personally, ever, and I
18 don't know what the operative document in Nevada is, but
19 have you ever filed a fictitious business name statement
20 or an assumed name statement in which you have said that
21 I, Valen Brost, am doing business as Universal Games or
22 Universal Toys?

23 A I have registered my corporation in the state
24 of Nevada.

25 Q Other than that you don't recall ever filing

1 a document that says I, Valen Brost, am doing business as
2 or under the assumed name of Universal Games or Universal
3 Toys?

4 A No, I have not. It's a corporation. I think
5 that would be inappropriate.

6 MR. LARKIN: Let's mark as 11 some pages that
7 I downloaded yesterday from the internet.

8 (Exhibit No. 11 was marked.)

9 BY MR. LARKIN:

10 Q I apologize that some portion of the
11 right-hand side of these pages gets cut off in the
12 printing process and I'm not smart enough to figure out
13 how to correct that.

14 But, Mr. Brost, do you recognize what we've
15 marked as Exhibit 11 as pages from the internet site
16 accessible at www.UniversalGamesandToys.com?

17 A Yes.

18 Q Is that the web site that Universal Games and
19 Universal Toys uses to promote its products on the
20 internet?

21 A If you want to say that. It's not very
22 successful in that the company that was designing this
23 for me went out of business so it's only half working.

24 Q Okay. Regardless of its success, that's the
25 place --



MCA/UNIVERSAL MERCHANDISING, INC., 100 UNIVERSAL CITY PLAZA, UNIVERSAL CITY, CALIFORNIA 91608

FAX NUMBER: (818) 733-0311
Via Federal Express

Direct Dial Number
(818) 777-3448

August 24, 1995

Universal Games
919 Incline Way, Units 4&5
Incline Village, NV 89452
Attn: Valen Brost

Re: Merchandising License Agreement
Dated as of May 10, 1995 for "Apollo 13"

Dear Valen:

Enclosed please find a fully-executed copy of the above-referenced agreement for your files.

Your first royalty report should cover the first quarter ending after commencement of the term hereunder, whether or not royalties are payable. A Royalty Report is enclosed; it must be sent directly to the address indicated in your license agreement along with any payments due.

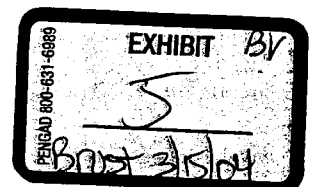
Upon receipt of the advance hereunder you will be entitled to receive artwork to develop the licensed articles. At such time, please contact Creative Services here at MCA/Universal Merchandising, Inc. They will be pleased to assist you.

Very truly yours,

David M. Besbris
Associate Counsel

Enclosures

cc: Linda Berkeley, Michelle Katz, Elliot Lederman



MERCHANDISING LICENSE AGREEMENT

This Merchandising License Agreement between Licensee and Licensor as set forth below consists of this Schedule I and the Standard Terms and Conditions attached hereto and incorporated by this reference.

- SCHEDULE I -

Our RMS #20352

AGREEMENT DATE:

May 10, 1995

PROPRIETARY SUBJECT MATTER:

The theatrical motion picture "Apollo 13."

CHARACTERS/ARTWORK:

To be determined. No music rights are granted herein. The likeness of Tom Hanks is specifically excluded.

LICENSEE:

Universal Games
919 Incline Way, Units 4&5
Incline Village, NV 89452
Attn: Valen Brost

LICENSOR:

MCA/Universal Merchandising, Inc.
100 Universal City Plaza
Universal City, CA 91608

LICENSOR CONTACT PERSON:

Elliot Lederman

ARTICLES:

Solarquest Board Game (game for ages 8-adult).

TERRITORY:

The United States, its territories and possessions.

TERM:

Commencing upon execution hereof and continuing until December 31, 1996.

ADVANCE:

\$50,000 payable as follows:
\$25,000 upon execution hereof;
\$25,000 on or before December 31, 1995;

GUARANTEE:

\$100,000.00

ROYALTY RATE:

10%

MARKETING DATE:

June, 1995

DISTRIBUTION/SHIPPING DATE:

July, 1995

EXCLUSIVITY:

This license is non-exclusive to Licensee.

COPYRIGHT AND TRADEMARK NOTICE:

To be provided by Licensor.

SELL OFF PERIOD:

60 days.

INITIAL HERE: RJ (LICENSOR)

INITIAL HERE: VB (LICENSEE)

STANDARD TERMS AND CONDITIONS
MERCHANDISING LICENSE AGREEMENT

1. PARTIES: This AGREEMENT is entered into by and between MCA/UNIVERSAL MERCHANDISING, INC., 100 Universal City Plaza, Universal City, California 91608, (herein called "Licensor"), and Licensee, at the address set forth in Schedule I, which is attached hereto and incorporated herein by this reference.

2. LICENSE: Upon execution of this Agreement, Licensee is granted the license to use the Proprietary Subject Matter ("PSM") solely in connection with the manufacture, sale and distribution of the Articles during the Term and in the Territory set forth in Schedule I.

3. TERRITORY: The Articles may be distributed only in the Territory as set forth in Schedule I. Licensee shall also impose the obligation on its customers to sell the Articles only within the Territory.

4. TERM: The Term of the Agreement shall commence upon execution of this Agreement and shall expire on the date set forth in Schedule I unless sooner terminated as provided herein.

5. PAYMENT: Licensee shall pay to Licensor the following:

(a) ADVANCE: A non-refundable, non-returnable advance payable upon the execution hereof. Royalties earned hereunder shall be offset against the Advance.

(b) ROYALTY: The royalty set forth in Schedule I shall be based upon the net invoice amount for goods sold without deductions of any sort (such as manufacturing costs, freight, bad debts, distribution costs, advertising costs, marketing or promotion costs and trade discounts) less actual cash returns and credit returns for defective merchandise. The aforementioned royalty shall be payable on all Articles distributed by Licensee, whether or not billed.

Royalty reports in full detail including a product sales breakdown by style number, article, artwork and country, and payments shall be made quarterly within 45 days after each calendar quarter. If such royalty report and/or payment in any calendar quarter is late, any unpaid guarantee set forth herein shall become immediately due and payable, at Licensor's written demand. If any royalty payment is late, interest shall accrue

thereon from the due date at the lesser of the common prime interest rate or the maximum rate permitted by law.

(c) GUARANTEE: As of 30 days following expiration hereof, Licensee guarantees to pay any difference between royalties paid and the guaranteed minimum royalty ("Guarantee") set forth in Schedule I.

6. MANUFACTURING AND DISTRIBUTION OBLIGATIONS: Licensor may terminate this Agreement or terminate the rights granted to Licensee with respect to any licensed Article if Licensee:

(a) fails to submit a prototype of each Article within two months of execution hereof; or

(b) fails to start manufacturing such Articles within two months after prototype is approved by Licensor.

In the event Licensee fails to meet the Marketing and/or Shipping Date for any Article, Licensor shall have the right, upon 15 days prior written notice to Licensee, to terminate the rights granted to Licensee with respect to such Article, without reducing the Guarantee required to be paid to Licensor by Licensee hereunder.

If, subsequent to the commencement of marketing and distribution of any Article, Licensee fails to actively continue marketing and distributing any design or style ("SKU") of the Articles, Licensor, in addition to any and all other remedies available to it hereunder, may terminate the license granted hereunder, with respect to such SKU of the Articles.

If, subsequent to the commencement of marketing and distribution of any Article, Licensee fails to actively continue marketing and distributing Articles based upon or derivative of one of the characters or elements licensed hereunder, Licensor, in addition to any and all other remedies available hereunder, may terminate the license granted hereunder with respect to such character or element.

If, subsequent to the commencement of marketing and distribution of any Article, Licensee fails to actively continue marketing and distributing Articles in any state, country or substantial portion of the Territory licensed hereunder, Licensor, in addition to any and all other remedies available

hereunder, may terminate the license granted hereunder with respect to such portion of the Territory.

7. APPROVALS/QUALITY OF MERCHANDISE/SAMPLES: Licensee undertakes that the Articles as well as all packaging, hang tags, labels, press releases, advertising, promotion display or other material prepared in connection with the Articles ("Collateral Materials") shall be of the highest standard and quality and shall ensure that all Articles and the distribution thereof comply with all federal, state, and local laws and regulations.

Licensee shall submit to Licensor and Licensor shall have absolute approval of the Licensed Articles and all Collateral Materials at all stages of the development and application thereof. Licensee may not manufacture, use, sell, advertise, promote, or distribute any Licensed Articles nor any Collateral Material until and unless Licensee has received Licensor's prior written approval. The terms of this Paragraph shall be deemed material to the Agreement.

Any submission not expressly approved in writing by Licensor within fourteen (14) days after submission shall be deemed disapproved. All such material submitted by Licensee to Licensor shall be at Licensee's expense. Licensee shall supply Licensor with 10 samples of each SKU of the Articles at the time of first distribution and a royalty shall not be payable on such samples.

Licensor may purchase additional samples as reasonably necessary at Licensee's wholesale cost.

8. GOODWILL: Licensee acknowledges that a great deal of time and effort have gone into developing the goodwill surrounding the Proprietary Subject Matter, and Licensee agrees that it will not do anything which would jeopardize such goodwill, and that any goodwill developed hereunder shall accrue to the benefit of the trademark owner. Additionally, Licensee recognizes that the Proprietary Subject matter and elements compromising it have a secondary meaning in the minds of the public so that use by anyone of the foregoing without authorization would be unlawful.

9. COPYRIGHT AND TRADEMARK:

(a) All ownership, copyrights and trademarks in Articles licensed hereunder, as well as in all artwork, packaging, copy, literary text, advertising material of any sort, including material developed by Licensee shall be in such names and all such items shall bear copyright and trademark notices and any

other legal notices as Licensor directs unless otherwise specified by Licensor, Licensor shall own all such copyrights and trademarks.

(b) Licensee agrees that it shall sign separate trademark and/or copyright agreements with Licensor or Licensor's designee at Licensor's request and cost.

(c) Licensee agrees to inform Licensor about claims of third parties with respect to the rights granted and the Articles manufactured hereunder.

(d) Licensor shall control absolutely all infringement litigation involving or affecting this license. Licensor may sue in Licensee's name and Licensee shall have no rights against Licensor for damages as a result of Licensor's refusal to sue or its settlement of any claim.

10. FIRST USE DATA AND TRADEMARK SAMPLES :

(a) No later than fourteen (14) days following the date of the first interstate shipment by Licensee of each Article, Licensee shall provide Licensor with the following information and material:

(i) A shipping document, invoice or purchase order which clearly states the date of first shipment of the Article in interstate commerce, the out-of-state location of the recipient or buyer, and all uses of any of the Trademarks in relation to the Article.

(ii) A photocopy of the canceled check, when available, from the buyer, which refers to the specific invoice or purchase order.

(b) Licensee shall promptly provide, free of cost to Licensor c/o General Counsel, six identical specimens of each Article including packaging.

11. RESERVATION OF RIGHTS:

(a) All of Licensor's rights not expressly granted herein to Licensee are hereby expressly reserved to Licensor or its designees without restriction.

(b) Licensee acknowledges that the license granted herein does not include any right, title, or interest in or to the PSM nor to any copyrights, patents, and/or trademarks therein or associated therewith. Furthermore, this Agreement relates solely to the PSM. Licensee is not, by virtue of this Agreement acquiring any right whatsoever in any motion picture or television production or other endeavor which is based upon,

derivative of, or otherwise related to the PSM, including without limitation, remakes, sequels, sound recordings, publications, or copyrights and/or trademarks in the PSM.

(c) With respect to the PSM, Licensor reserves unto itself and/or its designees the right to manufacture, sell, advertise, promote, display and otherwise exploit articles similar and/or identical to the Articles for use in connection with premium, promotional, direct mail and/or in-theatre sales and/or giveaways and for sale, advertising, promotion display and other exploitation in or in connection with any and all facilities owned, operated and/or controlled by Licensor, its parent, affiliated and/or subsidiary companies, including without limitation articles similar or identical to the Articles and products directly or indirectly competitive with the Articles.

12. BOOKS AND RECORDS: Upon demand of Licensor, Licensee shall at the expense of Licensor furnish to Licensor a detailed statement by an independent certified public accountant, showing the number, description, actual selling price and itemized deductions from such price of the Articles distributed and/or sold by Licensee to the date of Licensor's demand. All books of account and records pertaining to transactions relating to this license shall be kept available to Licensor for at least three (3) years. On reasonable notice, Licensor shall have the right to have an independent certified public accountant, or Licensor's authorized representative, examine Licensee's records. Such right survives the term of this Agreement. If a review of Licensee's records indicates a discrepancy in Licensor's favor of five percent or more, Licensee shall pay Licensor's auditing fees and expenses for said audit in addition to any other payment due.

13. INSURANCE: Licensee agrees to maintain, at its own expense, a Comprehensive General Liability insurance policy for the entire term of this license Agreement including the coverage parts for contractual liability (applying to the terms and conditions of this Agreement), Products Liability and Personal Injury Liability, with a minimum combined single limit of liability of not less than US\$3,000,000 each occurrence. Licensee shall provide Licensor, (MCA/UNIVERSAL MERCHANDISING, INC.), upon execution hereof, with a policy endorsement to Licensee's Product Liability insurance coverage or an acceptable certificate of insurance naming UNIVERSAL CITY STUDIOS, INC. and MCA/UNIVERSAL MERCHANDISING, INC., its parent and affiliated companies as

additional insureds, as well as any Additional Insureds that are listed in Schedule I.

14. WARRANTIES, REPRESENTATIONS & INDEMNIFICATION: Licensor warrants that it owns or controls the rights granted hereunder. Licensor agrees to indemnify Licensee against all claims, suits, damages and expenses, including reasonable legal fees, arising out of Licensor's breach of its representations hereunder. Licensor does not make any warranties or representations as to the popularity, success or viewership of the Proprietary Subject Matter, and Licensee's acknowledges that its obligations hereunder are not based thereon. Licensee's obligations under this contract shall in no event be diminished or deferred in the event that the Licensee shall be sued by a third party for copyright or trademark infringement or any other matter arising out of this license and, further, Licensee agrees that it will not assert the pendency of such claim as an offset against or to avoid any of its obligations under the terms of this Agreement.

Licensee shall indemnify, hold harmless, and defend Licensor, its parent, affiliated and subsidiary companies, and its officers, directors, agents and employees, as well as any Additional Indemnitees that are listed in Schedule I, (collectively "Indemnitees") from and against any and all liabilities, claims, causes of action, suits, losses, damages, fines, judgments, settlements and expenses (including any and all reasonable legal fees and court costs) which may be suffered, made or incurred by any of such Indemnitees arising out of any breach or alleged breach of any of the covenants, warranties, representations and agreements made by Licensee herein.

15. EXPIRATION: Upon the expiration of the term of this Agreement, or other termination, all rights licensed hereunder or otherwise acquired in relation to this Agreement shall revert to Licensor or its designees. Licensee agrees that its failure to stop manufacture, sale and/or distribution upon expiration or termination hereof will result in immediate irreparable damage to Licensor, that there is no adequate remedy at law for such failure, and that in the event of such failure, in addition to all other remedies available, Licensor shall be entitled to injunctive relief, and no bond shall be required therefore.

16. TERMINATION OF THE AGREEMENT: Should Licensee be in default with the statements of account and/or payments on the due dates or fail to observe or to perform any of its other obligations under the Agreement in any way, Licensor may terminate the present Agreement if Licensee's default has not been cured within fifteen (15) days of notice by Licensor. Without limiting any of Licensor's rights or remedies, the guarantee shall become immediately due and owing upon Licensee's failure to cure such default.

Licensor may terminate the present Agreement in case of total or partial alienation of Licensee's enterprise.

If Licensee suspends its payments or if judicial proceedings for bankruptcy or insolvency are filed or instituted against Licensee, the rights granted herein shall automatically revert to Licensor. Any further claims shall not be affected thereby.

17. SELL OFF: With respect only to the expiration of this Agreement in due course, at the conclusion of the Term, and not by reason of any prior termination, Licensee shall have the period set forth in Schedule I in which to sell off existing inventory of the Licensed Articles subject to the terms and conditions of this Agreement with accounting and payment therefore due 30 days thereafter. Following such sell-off period, all remaining inventory shall be destroyed, and a Certificate of Destruction shall be forwarded to Licensor. Notwithstanding the foregoing, Licensee shall notify Licensor of its intent to sell off the Articles, and Universal City Studios Hollywood and Universal Studios Florida shall have a right of first refusal to purchase such Articles during the sell off period.

18. MERGER: This Agreement constitutes the entire understanding between Licensor and Licensee. All previous representations and undertakings, whether oral or written, have been merged herein.

19. NOTICES AND PAYMENTS: Unless otherwise directed by Licensor, all notices shall be sent by mail or facsimile to:

MCA/UNIVERSAL MERCHANDISING, INC.
100 Universal City Plaza
Universal City, CA 91608
Attn: Controller

All payments shall be sent to the above address.
All notices to Licensee shall be sent to name and address set forth in Schedule I.

20. ASSIGNMENT: Licensors may assign any or all its rights hereunder; but this license and all of Licensee's rights and obligation shall not be assigned, mortgaged, sublicensed or otherwise encumbered by Licensee without Licensors's prior written consent.

21. PARTNERS: The parties hereto are neither partners nor joint venturers hereunder, and Licensee shall have no power nor authority to obligate or bind Licensors in any manner whatsoever.

22. AUDITING EXPENSES AND FEES: Licensors shall be entitled to recover from Licensee all of its legal and auditing fees and expenses in the enforcement of any provisions of this Agreement excluding normal auditing fees as outlined in Paragraph 12.

23. MODIFICATION: This Agreement may not be modified and none of its terms may be waived, except in writing signed by both parties.

24. WAIVER: Licensors's failure or delay to enforce any rights hereunder shall not be a waiver of such rights or a modification of this Agreement.

25. SEVERABILITY OF PROVISIONS: Should any part of this Merchandising License Agreement be declared void or unenforceable during the term hereof by any agency or tribunal of competent jurisdiction, the remainder of the provisions shall remain in full force and effect.

26. GOVERNING LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of California applicable to agreements entered into and to be performed wholly in California.

27. CONSENT TO JURISDICTION: Licensee hereby consents to the exclusive jurisdiction of any State or Federal court empowered to enforce this Agreement in the State of California, Los Angeles County, and waives any objection thereto on the basis of personal jurisdiction or venue.

28. CONFIDENTIALITY: The terms and conditions of this Agreement, and any materials provided by Licensor to Licensee in connection with the PSM shall remain confidential except insofar as such Materials are used on the Articles or in approved Collateral Materials, advertising and/or promotion of the Articles.

AGREED TO AND ACCEPTED BY:

MCA/UNIVERSAL MERCHANDISING, INC.
(LICENSOR)

By: Bert P. V. [Signature]

Its: _____

UNIVERSAL GAMES
(LICENSEE)

By: [Signature]

Its: President



P.O. Box 8322 • Incline Village, Nevada • 89452
Phone: (800) 213-GAME Fax: (800) 213-FAXX

August 4, 1995

David Besbris
MCA/Universal Merchandising, Inc.
100 Universal City Plaza
Universal City, CA 91608

VIA TELEFAX

Re: First Use Data

Dear David:

Pursuant to paragraph 10 of the Merchandising License Agreement, enclosed is a purchase order and proof of first interstate shipment for the Solarquest product.

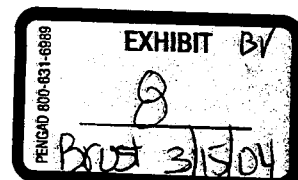
Please note that Elliot Lederman received 4 case packs (6 games in each pack) of the Solarquest product. According to Merchandising License Agreement, one case pack (6 games) should reside in your possession. I would appreciate it if you could get this case pack from Elliot.

Thank you David.

Sincerely,

A handwritten signature in black ink, appearing to read "Arin J. Brost", written over a horizontal line.

Arin J. Brost
UNIVERSAL GAMES



08-06-2001

U.S. Patent & TMOtc/TM Mail Rcpt Dt. #26

PENGAD 800-631-6989

EXHIBIT BV

9
Boost 3/15/04

SKY ROCKETTM

SUPER PERFORMANCE

4 ROCKETS

CAN TRAVEL 400 FT.

FOR AGES 8 AND UP

AIR POWERED



76295515

CONTENTS: STOMP PAD AND HOSE,
ADJUSTABLE STAND, AND 4 ROCKETS
CONTENTS COLOR MAY VARY

Universal
TOYS

CASE PACK	WEIGHT	MASTER CASE PACK	WHOLESALE PRICE	SHIP FROM	ITEM NUMBER
10	14 LBS.	20"L X 20"D X 12H 2.78 CU. FT.	\$5.50	SPARKS, NV 89431	04000

MANUFACTURED BY UNIVERSAL TOYS, 770 SOUTHWOOD #1, INCLINE VILLAGE, NV 89451 1(800)213-4263

76-295515

FILING DATE
August 6, 2001

ORIGINAL APPLICANT
Brost, Valen

GOODS/SERVICES (CLASS 028)
toys

FILING BASIS
USE

ORIGINAL CORRESPONDENT
VALEN BROST

UNIVERSAL TOYS

UNIVERSAL TOYS

PRINCIPAL

LAW OFFICE 106

Linda Mickleburgh

ATTORNEY ADVISOR:

76-295515

PUBLISHED
06/18/02

NCA

Trademark

Serial Number
(Text)

~~76295515~~
76295515

PROSECUTION HISTORY

Entry

Date

Initials

SEP 20 2001

20

2760

NOP
6/18/02

*** User: lmicklebur ***

	Total Marks	Dead Marks	Live Viewed Docs	Live Viewed Images	Status/ Search Duration	Search
01	1	0	1	1	0:01	76295516
02	12	N/A	0	0	0:01	Brost[on]
03	15	N/A	0	0	0:01	Valen[on]
04	9	2	7	7	0:01	2 and 3
05	3557	N/A	0	0	0:01	sky*[bi,ti]
06	1064	N/A	0	0	0:02	*rocket*[bi,ti]
07	2057	N/A	0	0	0:01	universal[bi,ti]
08	156590	N/A	0	0	0:02	"028"[ic]
09	74	34	28	28	0:01	7 and 8
10	19	6	13	13	0:01	5 and 6

Session started 09/18/01 10:49:44 AM
Session finished 09/18/01 10:52:28 AM
Total search duration 0:12 minutes
Session Duration 2:44 minutes

Default NEAR limit= 1 ADJ limit= 1

Print: Apr 23, 2002

76295515

UNIVERSAL TOYS

Serial Number

76295515

Status

PUBLICATION/ISSUE REVIEW COMPLETE

Word Mark

UNIVERSAL TOYS

Type of Mark

TRADEMARK

Register

PRINCIPAL

Mark Drawing Code

(1) TYPED DRAWING

Owner

Brost, Valen INDIVIDUAL UNITED STATES 770 Southwood # 1 Incline
Village NEVADA 89451

Goods/Services

Class Status -- ACTIVE. IC 028. US 022 023 038 050. G & S: Toy
rockets. First Use: 2001/07/01. First Use In Commerce: 2001/07/31.

Disclaimer Statement

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "TOYS" APART FROM THE
MARK AS SHOWN.

Filing Date

2001/08/06

Examining Attorney

MICKLEBURGH, LINDA

Apr 19, 2002

76295515

12:08 PM

UNIVERSAL TOYS

Serial Number
76295515

Examining Attorney
MICKLEBURGH, LINDA
LAW OFFICE 106

Filing Date
Aug 6, 2001

Original Filing Basis
1A

Current Filing Basis
1A

Amended Filing Basis
NONE

Status of Application
APPROVED FOR PUBLICATION

Type of Mark
TRADEMARK

Register
PRINCIPAL

Word Mark
UNIVERSAL TOYS

OTHER MARK DATA

Color Drawing Indicator
NO COLOR DRAWING

Mark Drawing Code
(1) TYPED DRAWING

OWNER DATA

Apr 19, 2002

76295515

12:08 PM

ASSIGNMENT RECORDED: NO

Brost, Valen
UNITED STATES
INDIVIDUAL
770 Southwood # 1
Incline Village, NEVADA 89451

GOODS AND SERVICES DATA

G & S: Class Status -- ACTIVE. Toy rockets. IC 028. US 022 023 038
050. First Use: Jul 1, 2001. First Use In Commerce: Jul 31, 2001

OTHER DATA

Disclaimer Statement

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "TOYS" APART FROM THE
MARK AS SHOWN.

FOREIGN REGISTRATION DATA

CORRESPONDENCE DATA

Correspondence Address

VALEN BROST
770 SOUTHWOOD # 1
INCLINE VILLAGE NV 89451

Automatic Last Update

NOT UPDATED

HISTORY OF CORRESPONDENCE CHANGES

TRADEMARK LAW OFFICE 106
Serial Number: 76/295515
Mark: UNIVERSAL TOYS

Please Place on Upper Right Corner
of Response to Office Action ONLY

12/13/01

Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202 - 3513

12-26-2001

U.S. Patent & TMO/TM Mail Rpt Dt #70

RE: application for Trademark Ser # 76/295515
Applicant: Valen Brost, 770 Southwood #1, Incline village, NV 89451
Phone # (775) 833-4263 or (530) 268-6397
Examining Attorney: Linda E B Mickleburg Law Office # 106
Filing Date: 7/31/01
Office action mailing date: 9/20/01

Please add the following disclaimer to the application:

(No claim is made to the exclusive right to use TOYS apart from the mark as shown.) *ppro*

Please amend the application to clarify the identification of goods as: "Toy Rockets", in class 28.

Applicant is citizen of the United States of America.

Sincerely,

Valen Brost
Valen Brost

RECEIVED

2002 JAN -4 P 2:45

T.M.E.O.
LAW OFFICE 106

UNITED STATES PATENT AND TRADEMARK OFFICE

SERIAL NO. 76/295515		APPLICANT Brost, Valen		PAPER NO.	
MARK UNIVERSAL TOYS				ADDRESS: Commissioner for Trademarks 2900 Crystal Drive Arlington, VA 22202-3513 www.uspto.gov	
ADDRESS VALEN BROST 770 SOUTHWOOD # 1 INCLINE VILLAGE NV 89451				ACTION NO. 01	
MAILING DATE 09/20/01				If no fees are enclosed, the address should include the words "Box Responses - No Fee."	
REF. NO.				Please provide in all correspondence: <ol style="list-style-type: none"> 1. Filing Date, serial number, mark and Applicant's name. 2. Mailing date of this Office action. 3. Examining Attorney's name and Law Office number. 4. Your telephone number and ZIP code. 	

FORM PTO-1525 (5-90)
U.S. DEPT. OF COMM. PAT. & TM OFFICE

A PROPER RESPONSE TO THIS OFFICE ACTION MUST BE RECEIVED WITHIN 6 MONTHS FROM THE DATE OF THIS ACTION IN ORDER TO AVOID ABANDONMENT. For your convenience and to ensure proper handling of your response, a label has been enclosed. Please attach it to the upper right corner of your response. If the label is not enclosed, print or type the Trademark Law Office No., Serial No., and Mark in the upper right corner of your response.

RE: Serial Number: 76/295515

The assigned examining attorney has reviewed the referenced application and determined the following.

SEARCH RESULTS

The examining attorney has searched the Office records and has found no similar registered or pending mark which would bar registration under Trademark Act Section 2(d), 15 U.S.C. Section 1052(d). TMEP section 1105.01.

DISCLAIMER

The applicant must disclaim the descriptive wording "TOYS" apart from the mark as shown. Trademark Act Section 6, 15 U.S.C. Section 1056; TMEP sections 1213 and 1213.02(a). The wording is merely descriptive because it is the type of goods.

The computerized printing format for the *Trademark Official Gazette* requires a standard form for a disclaimer. TMEP section 1213.09(a)(i). A properly worded disclaimer should read as follows:

No claim is made to the exclusive right to use TOYS apart from the mark as shown.

See In re Owatonna Tool Co., 231 USPQ 493 (Comm'r Pats. 1983).

IDENTIFICATION OF GOODS

The applicant must clarify the identification of goods by adopting: "Toy rockets", in class 28. TMEP section 804.

Please note that, while an application may be amended to clarify or limit the identification, additions to the identification are not permitted. 37 C.F.R. Section 2.71(b); TMEP section 804.09. Therefore, the applicant may not amend to include any goods that are not within the scope of goods set forth in the present identification.

CITIZENSHIP OMITTED

The applicant must indicate his national citizenship for the record. Trademark Act Section 1, 15 U.S.C. Section 1051; 37 C.F.R. Section 2.32(a)(3)(i); TMEP section 802.04.

No set form is required for response to this Office action. The applicant must respond to each point raised. The applicant should simply set forth the required changes or statements and request that the Office enter them. The applicant must sign the response. In addition to the identifying information required at the beginning of this letter, the applicant should always provide a telephone number to speed up further processing.



Linda E B Mickleburgh
Trademark Attorney
Law Office 106
(703) 308-9106 ext 222

Valen Brost
770 Soutwood #1
Incline Village, NV 89451
775 833 4263

7/31/01

Assistant Commissioner for Trademarks
Arlington, VA

RE: App for tm "Universal Toys"

Dear TM App Examiner,

I currently am the registered owner for the tm "Universal Games." I am starting a toy division under the name "Universal Toys". Please issue the tm Universal Toys. I do not object to the use of the tm "Universal Toys" as infringing on, or being confusingly similar to my tm "Universal Games."

Sincerely,



Valen Brost

TRADEMARK/SERVICE MARK
APPLICATION, PRINCIPAL
REGISTER, WITH DECLARATION

MARK (Word(s) and/or Design)

Universal Toys

CLASS NO. (If known)

28

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS:

APPLICANT'S NAME: Valen Brost

APPLICANT'S BUSINESS ADDRESS: 770 Southwood #1
Incline Village, NV 89451
(Display address exactly as it should appear on registration)

APPLICANT'S ENTITY TYPE: (Check one and supply requested information)

☒ Individual - Citizen of (Country):

Partnership - State where organized (Country, if appropriate):

Names and Citizenship (Country) of General Partners:

Corporation - State (Country, if appropriate) of Incorporation:

Other (Specific Nature of Entity and Domicile):

GOODS AND/OR SERVICES:

Applicant requests registration of the trademark/service mark shown in the accompanying drawing in the United States Patent and Trade-mark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. 1051 et. seq., as amended) for the following goods/services (SPECIFIC GOODS AND/OR SERVICES MUST BE INSERTED HERE):

Toys

BASIS FOR APPLICATION: (Check boxes which apply, but never both the first AND second boxes, and supply requested information related to each box checked.)

☒ Applicant is using mark in commerce on or in connection with the above identified goods/services. (15 U.S.C. 1051(a), as amended.) Three specimens showing the mark as used in commerce are submitted with this application.

- Date of first use of the mark in commerce which the U.S. Congress may regulate (for example, interstate or between the U.S. and a foreign country): July 31st, 2001
- Specify the type of commerce: Interstate
(for example, interstate or between the U.S. and a specified foreign country)
- Date of first use anywhere (the same as or before use in commerce date): 7/01/01
- Specify intended manner or mode of use of mark on or in connection with the goods/services: Trademark is applied to labels
(for example, trademark is applied to labels, service mark is used in advertisements)

☐ Applicant has a bona fide intention to use the mark in commerce on or in connection with the above identified goods/services. (15 U.S.C. 1051(b), as amended.)

- Specify manner or mode of use of mark on or in connection with the goods/services:

(for example, trademark will be applied to labels, service mark will be used in advertisements)

☐ Applicant has a bona fide intention to use the mark in commerce on or in connection with the above identified goods/services and asserts a claim of priority based upon a foreign application in accordance with 15 U.S.C. 1126(d), as amended.

- Country of foreign filing:
- Date of foreign filing:

☐ Applicant has a bona fide intention to use the mark in commerce or in connection with the above identified goods/services, and, accompanying this application, submits a certification or certified copy of a foreign registration in accordance with 15 U.S.C. 1126(e), as amended.

- Country of registration:
- Registration number:

NOTE: Declaration, on Reverse Side, MUST be Signed

DECLARATION

The undersigned being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be owner of the trademark/service mark sought to be registered, or if the application is being filed under 15 U.S.C. 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief, no other person, firm, corporation, or association has the right to use the above identified mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

DATE

7-31-01

SIGNATURE

Valen R. Brost

TELEPHONE NUMBER

775-833-4263

PRINT OR TYPE NAME

Valen R. Brost

INSTRUCTIONS AND INFORMATION FOR APPLICANT

TO RECEIVE A FILING DATE, THE APPLICATION MUST BE COMPLETED AND SIGNED BY THE APPLICANT AND SUBMITTED ALONG WITH:

1. The prescribed FEE of ^{325⁰⁰}~~\$245.00~~* for each class of goods/services listed in the application;
2. A DRAWING PAGE displaying the mark in conformance with 37 CFR 2.52;
3. If the application is based on use of the mark in commerce, **THREE (3) SPECIMENS** (evidence) of the mark as used in commerce for each class of goods/services listed in the application. All three specimens may be in the nature of: (a) labels showing the mark which are placed on the goods; (b) photographs of the mark as it appears on the goods; (c) brochures or advertisements showing the mark as used in connection with the services.
4. An APPLICATION WITH DECLARATION (this form) - The application must be signed in order for the application to receive a filing date. Only the following person may sign the declaration, depending on the applicant's legal entity: (a) the individual applicant; (b) an officer of the corporate applicant; (c) one general partner of a partnership applicant; (d) all joint applicants.

SEND APPLICATION FORM, DRAWING PAGE, FEE AND SPECIMENS (IF APPROPRIATE) TO:

Assistant Commissioner for Trademarks

Box New App / Fee

2900 Crystal Drive

Arlington, VA 22202-3513

Additional information concerning the requirements for filing an application is available in a booklet entitled **Basic Facts About Registering a Trademark**, which may be obtained by writing to the above address or by calling: (703) 308-9000.

* Fees are subject to change; changes usually take effect on October 1. If filing on or after October 1, 1995, please call the PTO to confirm the correct fee.

08-06-2001

U.S. Patent & TMOtc/TM Mail Rcpt Dt. #28

APPLICANT'S NAME: Valen Brost

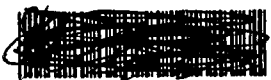
APPLICANT'S ADDRESS: 770 Southwood #1, Incline Village, NV 89451

GOODS: Equipment sold as a unit for playing a toy.

DATE OF FIRST USE: July 1st, 2001

DATE OF FIRST USE IN COMMERCE: July 31st, 2001

UNIVERSAL TOYS



76295515

PUBLISHED
06/18/02

Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 2004-03-29 19:13:45 ET

Serial Number: 74598366

Registration Number: (NOT AVAILABLE)

Mark (words only): SPACEOPOLY

Standard Character claim: No

Current Status: Abandoned: No Statement of Use filed after Notice of Allowance was issued.

Date of Status: 1996-04-04

Filing Date: 1994-11-14

Transformed into a National Application: No

Registration Date: (DATE NOT AVAILABLE)

Register: Principal

Law Office Assigned: TMEG Law Office 106

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 900 -Warehouse (Newington)

Date In Location: 1996-09-06

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. Brost, Valen R.

Address:

Brost, Valen R.
P.O. Box 8322
Incline Village, NV 89452
United States

Legal Entity Type: Individual

Country of Citizenship: United States

GOODS AND/OR SERVICES

board game

International Class: 028

First Use Date: (DATE NOT AVAILABLE)

First Use in Commerce Date: (DATE NOT AVAILABLE)

Basis: 1(b)

ADDITIONAL INFORMATION

(NOT AVAILABLE)

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

1996-04-04 - Abandonment - No use statement filed

1995-10-03 - Notice of allowance - mailed

1995-07-11 - Published for opposition

1995-06-09 - Notice of publication

1995-04-02 - Approved for Pub - Principal Register (Initial exam)

1995-04-02 - Case file assigned to examining attorney

CONTACT INFORMATION

Correspondent (Owner)

VALEN R. BROST

P.O. BOX 8322

INCLINE VILLAGE, NV 89452

United States

Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 2004-03-29 19:14:05 ET

Serial Number: 74613566 Assignment Information

Registration Number: 1945515 Assignment Information

Mark (words only): SOLARQUEST

Standard Character claim: No

Current Status: Registration canceled under Section 8.

Date of Status: 2002-10-05

Filing Date: 1994-12-21

Transformed into a National Application: No

Registration Date: 1996-01-02

Register: Principal

Law Office Assigned: LAW OFFICE 106

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 940 -Trademark Search Library

Date In Location: 2004-03-26

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. Brost, Valen R.

Address:

Brost, Valen R.

P.O. Box 8322

Incline Village, NV 89452

United States

Legal Entity Type: Individual

Country of Citizenship: United States

GOODS AND/OR SERVICES

equipment sold as a unit for playing a board game

International Class: 028

First Use Date: 1985-09-15

First Use in Commerce Date: 1985-09-15

Basis: 1(a)

ADDITIONAL INFORMATION

(NOT AVAILABLE)

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

2002-10-05 - Canceled Section 8 (6-year)

1996-01-02 - Registered - Principal Register

1995-10-10 - Published for opposition

1995-09-08 - Notice of publication

1995-07-19 - Approved for Pub - Principal Register (Initial exam)

1995-06-12 - Communication received from applicant

1995-05-31 - Non-final action mailed

1995-05-22 - Case file assigned to examining attorney

CONTACT INFORMATION

Correspondent (Owner)

Valen R. Brost

P.O. Box 8322

Incline Village, NV 89452

Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 2004-03-29 19:14:21 ET

Serial Number: 74661603

Registration Number: 1990982

Mark (words only): UNIVERSAL GAMES

Standard Character claim: No

Current Status: A Section 8 affidavit has been accepted.

Date of Status: 2002-11-20

Filing Date: 1995-04-17

Transformed into a National Application: No

Registration Date: 1996-08-06

Register: Principal

Law Office Assigned: TMEG Law Office 106

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 900 -Warehouse (Newington)

Date In Location: 2003-03-14

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. Brost, Valen R.

Address:

Brost, Valen R.
12631 LAKESHORE N.
AUBURN, NV 95602
United States

Legal Entity Type: Individual

Country of Citizenship: United States

GOODS AND/OR SERVICES

board game

International Class: 028

First Use Date: 1995-03-30

First Use in Commerce Date: 1995-03-30

Basis: 1(a)

ADDITIONAL INFORMATION

Disclaimer: "GAMES"

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

2002-10-29 - Section 8 (6-year) filed

2002-11-20 - Section 8 (6-year) accepted

2002-10-25 - PAPER RECEIVED

2002-10-04 - Section 8 (6-year) filed

2002-10-04 - TEAS Section 8 Received

1996-08-06 - Registered - Principal Register

1996-01-24 - Extension of time to oppose - Filed

1996-01-02 - Published for opposition

1995-12-01 - Notice of publication

1995-09-26 - Approved for Pub - Principal Register (Initial exam)

1995-09-25 - Examiner's amendment mailed

1995-09-21 - Case file assigned to examining attorney

CONTACT INFORMATION

Correspondent (Owner)

VALEN R. BROST
12631 LAKESHORE N.
AUBURN, CA 95602
United States

Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 2004-03-29 19:14:55 ET

Serial Number: 75353744

Registration Number: 2171465

Mark (words only): SPACEOPOLY

Standard Character claim: No

Current Status: Registered.

Date of Status: 1998-07-07

Filing Date: 1997-09-08

Transformed into a National Application: No

Registration Date: 1998-07-07

Register: Principal

Law Office Assigned: LAW OFFICE 107

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 900 -Warehouse (Newington)

Date In Location: 2004-03-25

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. Valen Brost Game Co.

Address:

Valen Brost Game Co.

PO Box 8322

Incline Village, NV 89452

United States

Legal Entity Type: Corporation

State or Country of Incorporation: Nevada

GOODS AND/OR SERVICES

board game

International Class: 028

First Use Date: 1997-08-29

First Use in Commerce Date: 1997-08-29

Basis: 1(a)

ADDITIONAL INFORMATION

(NOT AVAILABLE)

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

1998-07-07 - Registered - Principal Register

1998-04-14 - Published for opposition

1998-03-13 - Notice of publication

1998-02-01 - Approved for Pub - Principal Register (Initial exam)

CONTACT INFORMATION

Correspondent (Owner)

VALEN BROST GAME CO

PO BOX 8322

INCLINE VILLAGE NV 89452

Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 2004-03-29 19:15:13 ET

Serial Number: 75558472

Registration Number: (NOT AVAILABLE)

Mark (words only): CLASSIC MONSTERS SCAVENGER HUNT

Standard Character claim: No

Current Status: Abandoned: Applicant failed to respond to an Office action.

Date of Status: 1999-10-14

Filing Date: 1998-09-14

Transformed into a National Application: No

Registration Date: (DATE NOT AVAILABLE)

Register: Principal

Law Office Assigned: LAW OFFICE 110

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 900 -Warehouse (Newington)

Date In Location: 2003-02-24

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. Brost, Valen R.

Address:

Brost, Valen R.

PO Box 8322

Incline Village, NV 89452

United States

Legal Entity Type: Individual

Country of Citizenship: United States

GOODS AND/OR SERVICES

board games

International Class: 028

First Use Date: 1998-08-31

First Use in Commerce Date: 1998-08-31

Basis: 1(a)

ADDITIONAL INFORMATION

(NOT AVAILABLE)

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

1999-10-14 - Abandonment - Failure to respond

1999-02-17 - Non-final action mailed

1999-02-05 - Case file assigned to examining attorney

CONTACT INFORMATION

Correspondent (Owner)

VALEN R BROST

PO BOX 8322

INCLINE VILLAGE NV 89452

Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 2004-03-29 19:15:31 ET

Serial Number: 75636481

Registration Number: 2343003

Mark (words only): DREAM ESTATE

Standard Character claim: No

Current Status: Registered.

Date of Status: 2000-04-18

Filing Date: 1999-02-09

Transformed into a National Application: No

Registration Date: 2000-04-18

Register: Principal

Law Office Assigned: LAW OFFICE 106

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 900 -Warehouse (Newington)

Date In Location: 2004-03-26

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. Brost, Valen R.

Address:

Brost, Valen R.

P.O. Box 8322

Incline Village, NV 89452

United States

Legal Entity Type: Individual

Country of Citizenship: United States

GOODS AND/OR SERVICES

Toys, namely dolls, doll accessories, and doll houses

International Class: 028

First Use Date: 1999-01-15

First Use in Commerce Date: 1999-02-05

Basis: 1(a)

ADDITIONAL INFORMATION

(NOT AVAILABLE)

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

2000-04-18 - Registered - Principal Register

2000-01-25 - Published for opposition

1999-12-23 - Notice of publication

1999-11-23 - Approved for Pub - Principal Register (Initial exam)

1999-09-08 - Examiner's amendment mailed

1999-09-01 - Case file assigned to examining attorney

1999-08-11 - Non-final action mailed

1999-08-04 - Case file assigned to examining attorney

CONTACT INFORMATION

Correspondent (Owner)

VALEN R BROST

PO BOX 8322

INCLINE VILLAGE NV 89452

Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 2004-03-29 19:15:46 ET

Serial Number: 75878559

Registration Number: 2408658

Mark (words only): PLAY TO BE A MILLIONAIRE

Standard Character claim: No

Current Status: Registered.

Date of Status: 2000-11-28

Filing Date: 1999-12-23

Transformed into a National Application: No

Registration Date: 2000-11-28

Register: Principal

Law Office Assigned: LAW OFFICE 107

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 900 -Warehouse (Newington)

Date In Location: 2004-03-26

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. Brost, Valen

Address:

Brost, Valen
770 Southwood #1
Incline Village, NV 89451
United States

Legal Entity Type: Individual

Country of Citizenship: United States

GOODS AND/OR SERVICES

Board games, card games

International Class: 028

First Use Date: 1999-12-01

First Use in Commerce Date: 1999-12-17

Basis: 1(a)

ADDITIONAL INFORMATION

(NOT AVAILABLE)

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

2000-11-28 - Registered - Principal Register

2000-09-05 - Published for opposition

2000-08-04 - Notice of publication

2000-05-31 - Approved for Pub - Principal Register (Initial exam)

2000-05-26 - Case file assigned to examining attorney

CONTACT INFORMATION

Correspondent (Owner)

VALEN BROST

770 SOUTHWOOD #1

INCLINE VILLAGE, NV 89451

73661603

1. REG. NO. 1990982		3. MARK UNIVERSAL GAMES		4. SER. NO. 74/661603	
2. REG. DATE				5. REGISTER PRINCIPAL	
6. INTERNATIONAL CLASS 28		7. PRIOR U.S. CLASS 22-23-38-50		8. FILING DATE 04/17/95	
				9. LAW OFFICE 5	
10. APPLICANT AND POST OFFICE Brost, Valen R. P O Box 8322 Incline Village, NEVADA 89452 INDIVIDUAL UNITED STATES CITIZEN				16. EXAMINING ATTORNEY Stonim	
				17. TYPE OF MARK TRADEMARK	
				18. FIRST USE ICL 028 03/30/1995	
11. CORRESPONDENCE ADDRESS Valen R. Brost P O Box 8322 Incline Village, NV 89452				19. IN COMMERCE ICL 028 03/30/1995	
12. DOMESTIC REPRESENTATIVE				20. FOREIGN REG. AND APPL. DATA	
13. APPLICANT'S ATTORNEY					
15. GOODS — SERVICES 028-board game					
21. OTHER DATA D1 - "GAMES"					
PTO-102L (REV. 12/82) U.S. DEPT. OF COMMERCE — PATENT AND TRADEMARK OFFICE					

22. A M E N D E D	PRINCIPAL REGISTER		25. Examiner Stonim
			26. Section 1(C) Accepted
			27. Section 1(D) Accepted
23. A F F I D A V I T	Section 8 Amended	28. Approved for Publication None & Co.	
	Section 15	29. Approved for Supplemental Registration	
24. R E N E W A L	Approved for Renewal	30. O.G. Date PUBLISHED JAN 02 1996	
	Renewed From		
<input type="checkbox"/> Less Goods			

Handwritten mark



TRADEMARK

74661603

NEW CASE DELIVERED

SEP 21 1995

LAW OFFICE 5

28

CONTENTS

	Entry	Date	Initials
1.	<i>LD Smith</i>	<i>SEP 25 1995</i>	<i>SEP 26 1995</i>
	NOFP		
3.	<i>reg. to</i>		
4.	<i>small</i>	<i>10.4.02</i>	<i>P</i>
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			
25.			
26.			
27.			
28.			
29.			
30.			

Int. Cl.: 28

Prior U.S. Cls.: 22, 23, 38 and 50

United States Patent and Trademark Office

Reg. No. 1,990,982

Registered Aug. 6, 1996

**TRADEMARK
PRINCIPAL REGISTER**

UNIVERSAL GAMES

BROST, VALEN R. (UNITED STATES CITI-
ZEN)
P O BOX 8322
INCLINE VILLAGE, NV 89452

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "GAMES", APART FROM THE
MARK AS SHOWN.

FOR: BOARD GAME, IN CLASS 28 (U.S. CLS.
22, 23, 38 AND 50).
FIRST USE 3-30-1995; IN COMMERCE
3-30-1995.

SER. NO. 74-661,603, FILED 4-17-1995.

HOPE SLONIM, EXAMINING ATTORNEY

*** User: EX592003 ***

STMT NUMBER	TOTAL MARKS	LIVE VIEWED	DEAD VIEWED	SEARCH
01	3	3	0	PHRASCH /ow brost & valen
02	2542	0	0	PHRASCH :univers:
03	1513	0	0	2&028/cc
04	121	83	38	3&(028/ic^a/ic^b/ic^200/ic)

TERMINAL SESSION STARTED 09/22/95 11:58 A.M. (EASTERN TIME)
TERMINAL SESSION FINISHED 09/22/95 12:03 P.M. (EASTERN TIME)
ELAPSED TIME THIS SESSION 0 HRS AND 5 MIN

TRADEMARK APPLICATION SERIAL NO. **74661603**

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE
FEE RECORD SHEET

TRADEMARK/SERVICE MARK
APPLICATION, PRINCIPAL
REGISTER, WITH DECLARATION

MARK (Word(s) and/or Design)
UNIVERSAL GAMES

CLASS NO.
(If known)
28

TO THE ASSISTANT SECRETARY AND COMMISSIONER OF PATENTS AND TRADEMARKS:

APPLICANT'S NAME:

Viktor R. Brost

71661603

APPLICANT'S BUSINESS ADDRESS:

(Display address exactly as it should appear on registration)

PO Box 8322

Incline Village, NV 89452

NV

APR 17 1995

APPLICANT'S ENTITY TYPE: (Check one and supply requested information)

✓

[Individual] - Citizen of (Country) The United States of America

Partnership - State where organized (Country, if appropriate):

Names and Citizenship (Country) of General Partners:

Corporation - State (Country, if appropriate) of Incorporation:

Other (Specify Nature of Entity and Domicile):

GOODS AND/OR SERVICES:

Applicant requests registration of the trademark/service mark shown in the accompanying drawing in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. 1051 et. seq., as amended) for the following goods/services (SPECIFIC GOODS AND/OR SERVICES MUST BE INSERTED HERE):

Board Game

BASIS FOR APPLICATION: (Check boxes which apply, but never both the first AND second boxes, and supply requested information related to each box checked.)

✓

Applicant is using the mark in commerce on or in connection with the above identified goods/services. (15 U.S.C. 1051(a), as amended.) Three specimens showing the mark as used in commerce are submitted with this application.

• Date of first use of the mark in commerce which the U.S. Congress may regulate (for example, interstate or between the U.S. and a foreign country): 3-30-1995

• Specify the type of commerce: interstate
(for example, interstate or between the U.S. and a specified foreign country)

• Date of first use anywhere (the same as or before use in commerce date): 3-30-1995

• Specify manner or mode of use of mark on or in connection with the goods/services: trademark is applied to labels
(for example, trademark is applied to labels, service mark is used in advertisements)

[]

Applicant has a bona fide intention to use the mark in commerce on or in connection with the above identified goods/services. (15 U.S.C. 1051(b), as amended.)

• Specify intended manner or mode of use of mark on or in connection with the goods/services:

(for example, trademark will be applied to labels, service mark will be used in advertisements)

[]

Applicant has a bona fide intention to use the mark in commerce on or in connection with the above identified goods/services, and asserts a claim of priority based upon a foreign application in accordance with 15 U.S.C. 1126(d), as amended.

• Country of foreign filing:

• Date of foreign filing:

[]

Applicant has a bona fide intention to use the mark in commerce on or in connection with the above identified goods/services and, accompanying this application, submits a certification or certified copy of a foreign registration in accordance with 15 U.S.C. 1126(e), as amended.

• Country of registration:

• Registration number:

NOTE: Declaration, on Reverse Side, MUST be Signed

If submitted on one page, side two of the form should be "Upside Down" in relation to page 1.

DECLARATION

The undersigned being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the above identified mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

4-10-1995
DATE


SIGNATURE

(702) 831-3760
TELEPHONE NUMBER

Valen R. Brost
PRINT OR TYPE NAME AND POSITION

INSTRUCTIONS AND INFORMATION FOR APPLICANT

TO RECEIVE A FILING DATE, THE APPLICATION MUST BE COMPLETED AND SIGNED BY THE APPLICANT AND SUBMITTED ALONG WITH:

1. The prescribed FEE (\$245.00 effective 10/1/93)* for each class of goods/services listed in the application;
2. A DRAWING PAGE displaying the mark in conformance with 37 CFR 2.52;
3. If the application is based on use of the mark in commerce, THREE (3) SPECIMENS (evidence) of the mark as used in commerce for each class of goods/services listed in the application. All three specimens may be in the nature of: (a) labels showing the mark which are placed on the goods; (b) photographs of the mark as it appears on the goods, (c) brochures or advertisements showing the mark as used in connection with the services.
4. An APPLICATION WITH DECLARATION (this form) - The application must be signed in order for the application to receive a filing date. Only the following person may sign the declaration, depending on the applicant's legal entity: (a) the individual applicant; (b) an officer of the corporate applicant; (c) one general partner of a partnership applicant; (d) all joint applicants.

SEND APPLICATION FORM, DRAWING PAGE, FEE, AND SPECIMENS (IF APPROPRIATE) TO:

Commissioner of Patents and Trademarks
Box TRADEMARK
Washington, D.C. 20231

Additional information concerning the requirements for filing an application is available in a booklet entitled **Basic Facts About Registering a Trademark**, which may be obtained by writing to the above address or by calling: (703) 308-HELP.

*Fees are subject to change; changes usually take effect on October 1. If filing on or after October 1, 1994, please call the PTO to confirm the correct fee.

74661603



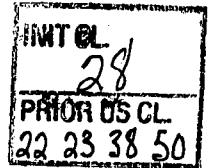
APPLICANT'S NAME: Valen R. Brost

APPLICANT'S ADDRESS: P.O. Box 8322, Incline Village, NV 89452

GOODS: Equipment sold as a unit for playing a board game.

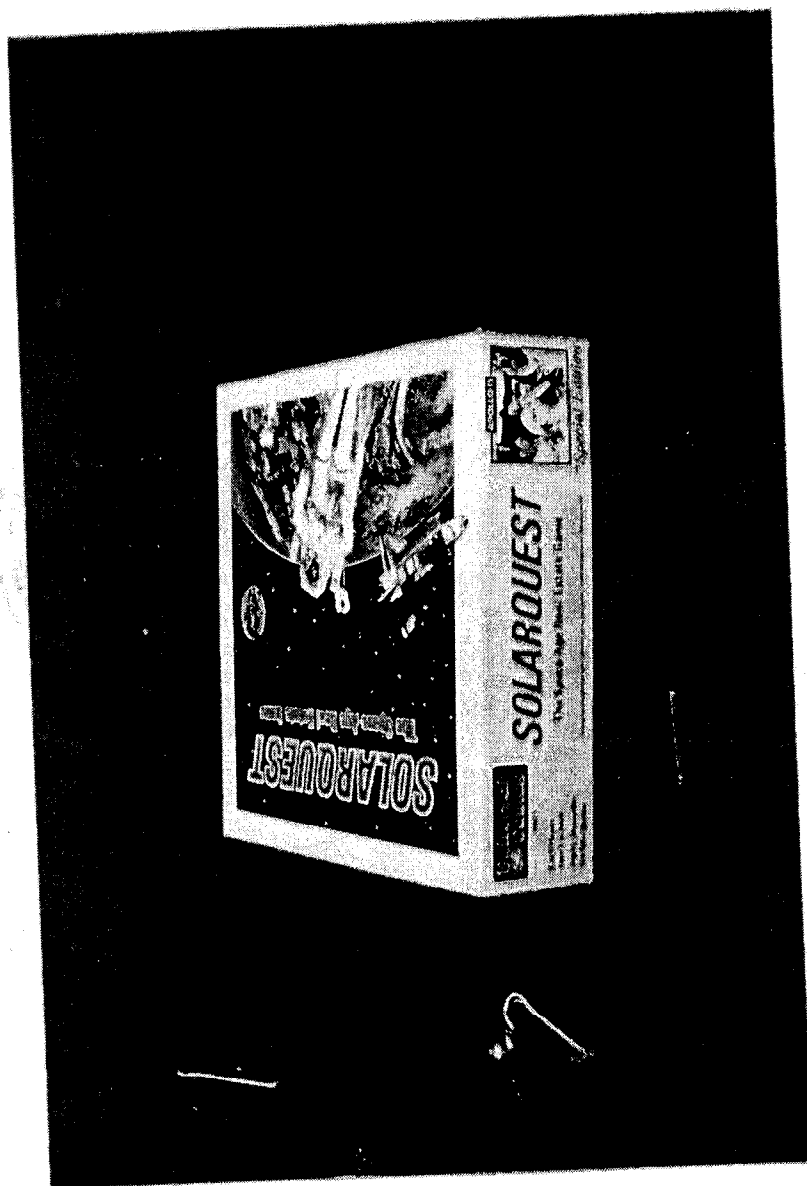
DATE OF FIRST USE: March 30th, 1995

DATE OF FIRST USE IN COMMERCE: March 30th, 1995



UNIVERSAL GAMES

PUBLISHED



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office

SERIAL NO. 74/661603 Brost, Valen R.		PAPER NO. 1A	
APPLICANT 		ADDRESS: ASSISTANT COMMISSIONER FOR TRADEMARKS 2900 Crystal Drive Arlington, Virginia 22202-3513 <small>If no fees are enclosed, the address should include the words "Box 5."</small>	
MARK UNIVERSAL GAMES		ACTION NO. 01	
ADDRESS Valen R. Brost P O Box 8322 Incline Village, NV 89452		MAILING DATE 09/25/95	
FORM PTO-1525 (5-90)		REF. NO.	
U.S. DEPT. OF COMM. PAT. & TM OFFICE		<small>Please provide in all correspondence:</small> 1. Filing Date, serial number, mark and Applicant's name. 2. Mailing date of this action. 3. Examining Attorney's name and Law Office number. 4. Your telephone number and ZIP code.	

EXAMINER'S AMENDMENT

EXAMINING ATTORNEY	PERSON CALLED/INTERVIEWED	TELEPHONE NUMBER
Hope E. Slonim	Valen Brost	702/831-3760; 702/833-4263
<input checked="" type="checkbox"/> TELEPHONE CALL	INTERVIEW DATE	<input checked="" type="checkbox"/> ATTORNEY
<input type="checkbox"/> PERSONAL INTERVIEW	September 22, 1995	<input type="checkbox"/> APPLICANT

CALL RECORD/NOTES

OFFICE SEARCH: The examining attorney has searched the Office records and has found no similar registered or pending mark which would bar registration under Trademark Act Section 2(d), 15 U.S.C. Section 1052(d). TMEP section 1105.01.
 RE: Serial Number 74/661603

In accordance with the authorization granted by the above Applicant or attorney, the application has been **AMENDED** as indicated below. No response is necessary unless there is an objection to the amendment.

DK No claim is made to the exclusive right to use GAMES apart from the mark as shown.

In addition to labels, the mark is also used on packaging for the goods. *A2*

Hope E. Slonim
 Hope E. Slonim
 Trademark Attorney
 Law Office 5
 (703) 308-9105 ext. 157



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office

ASSISTANT COMMISSIONER FOR TRADEMARKS
2900 Crystal Drive
Arlington, Virginia 22202-3513

DEC. 1, 1995

NOTICE OF PUBLICATION UNDER 12(a)

1. Serial No.:
74/661,603

2. Mark:
UNIVERSAL GAMES

3. Applicant:
Brost, Valen R.

4. Publication Date:
JAN. 2, 1996

The mark of the application identified appears to be entitled to registration. The mark will, in accordance with Section 12(a) of the Trademark Act of 1946, as amended, be published in the Official Gazette on the date indicated above for the purpose of opposition by any person who believes he will be damaged by the registration of the mark. If no opposition is filed within the time specified by Section 13(a) of the Statute or by rules 2.101 or 2.102 of the Trademark Rules, the Commissioner of Patents and Trademarks may issue a certificate of registration.

Copies of the trademark portion of the Official Gazette containing the publication of the mark may be obtained at \$20.00 each for domestic orders, or at \$25.00 each for foreign orders from:

The Superintendent of Documents
U.S. Government Printing Office
Washington, D.C. 20402

By direction of the Commissioner.

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
Trademark Trial and Appeal Board
2900 Crystal Drive
Arlington, Virginia 22202-3513

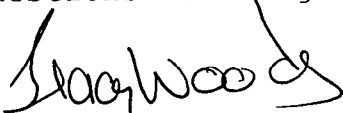
Anne B. Nielsen
100 Universal City Plaza
Universal City, CA 91608

February 8, 1996

Serial No.: 74661603

Attached please find a copy of a request to extend time to
oppose granted until 4/1/96.

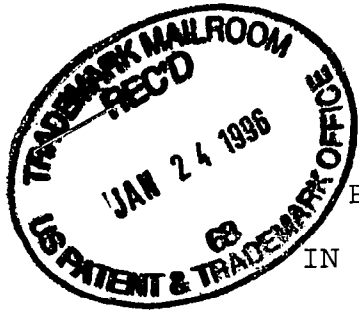
Please do not hesitate to contact the undersigned for any
questions relating to this extension.



Tracey Woods
LEGAL ASSISTANT
Trademark Trial and
Appeal Board
Tel.: (703) 308-9330 X153

Attachment

TTAB



BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Trademark Application of:

VALEN R. BROST
Incline Village, Nevada

Serial No: 74-661,603

Published: January 2, 1996 Intn'l Class(es): 28

Filed: April 17, 1995

Mark: UNIVERSAL GAMES

REQUEST FOR EXTENSION OF TIME TO FILE
NOTICE OF OPPOSITION

Box TTAB NO FEE
Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

Sir:

It is hereby requested that the time for filing a Notice of Opposition against registration of the above-identified Trademark Application be extended for a period of sixty (60) days, up to and including April 1, 1996.

The undersigned counsel represents the potential opposer, Universal City Studios, Inc. This request is necessitated in order to obtain and investigate the subject trademark application, to allow for a decision to be made as to whether formal Opposition proceedings will be instituted, and to allow for the preparation of the Opposition papers, if necessary.

This request is not made with any intention to delay the proceedings herein.


Accordingly, it is believed that the present extension is necessary, and favorable action on this request is most earnestly solicited.

This request is being filed in triplicate.

Respectfully submitted,

UNIVERSAL CITY STUDIOS, INC.

January 24, 1996



Anne B. Nielsen
Attorney for Potential Opposer
100 Universal City Plaza
Universal City, CA 91608
(818) 777-6447

CERTIFICATE OF MAILING

I hereby certify that the foregoing REQUEST FOR EXTENSION OF TIME TO FILE NOTICE OF OPPOSITION against the trademark **UNIVERSAL GAMES**, Serial No. 74-661,603 in Class 28 is being deposited with the U.S. Postal Service via Express Mail No. TB898677263 in an envelope addressed to: Box TTAB NO FEE, Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513 on this 24 day of January, 1996.


Anne B. Nielsen

10/4

PTO/TM/1583 (Rev 4/2000)

OMB Control #0651-0009 (Exp. 08/31/2004)

~DECLARATION OF USE OF A MARK UNDER SECTION 8~

#4

* To the Commissioner for Trademarks *

<DOCUMENT INFORMATION>

<DECLARATION OF USE OF A MARK UNDER SECTION 8>

<VERSION 1.24>

<TRADEMARK/SERVICEMARK INFORMATION>

<MARK> UNIVERSAL GAMES

<REGISTRATION NUMBER> 1990982

<SERIAL NUMBER> 74661603

<REGISTRATION DATE> 08/06/1996

<OWNER INFORMATION>

<NAME> Valen Brost

<STREET> 12631 Lakeshore N.

<CITY> Auburn

<STATE> CA

<COUNTRY> USA

<ZIP/POSTAL CODE> 95602

<E-MAIL ADDRESS> vbrost@psyber.com

<GOODS AND SERVICES INFORMATION>

<ALL GOODS AND/OR SERVICES IN EXISTING REGISTRATION> Yes

~ The owner is using or is using through a related company the mark in commerce on or in connection with all the goods/services listed in the existing registration. ~

<FEE INFORMATION>

<SECTION 8 FILING FEE AMOUNT> 100

<NUMBER OF CLASSES> 1

<GRACE PERIOD FEE AMOUNT> 100

<NUMBER OF CLASSES> 1

<TOTAL FEES PAID> 200.00

<NUMBER OF CLASSES> 1

10/07/2002 INTTEAS 00000176 1990982

01 FC:372

02 FC:381

100.00 00

100.00 00

<USE INFORMATION>

<INTERNATIONAL CLASS NUMBER> 028

<SPECIMEN> Yes

<SPECIMEN DESCRIPTION> Instructions and playing cards used to play a game.

<LAW OFFICE INFORMATION>

<E-MAIL ADDRESS FOR CORRESPONDENCE> vbrost@psyber.com

~ The USPTO is authorized to communicate with the applicant at the above e-mail address ~

<SIGNATURE AND OTHER INFORMATION>

~ Declaration: The owner is using or is using through a related company the mark in commerce on or in connection with the goods/services identified above, as evidenced by the attached

specimen(s) showing the mark as used in commerce. ~

~ The undersigned being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements and the like may jeopardize the validity of this document, declares that he/she is properly authorized to execute this document on behalf of the Owner; and all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true. ~

<SIGNATURE> /valen r brost/

<DATE> 10/04/2002

<NAME> Valen R Brost

<RAM INFORMATION>

<RAM SALE NUMBER> 176

<RAM ACCOUNTING DATE> 20021007

<INTERNET TRANSMISSION DATE> Friday, 10-04-2002 16:58:34 EDT

<TEAS STAMP> USPTO/SECT08-20824556122-20021004165810779-1990982-1247271b61d60d15387b4543c51b488625a-RAM-176-20021004163910779

The information collected on this form allows the USPTO to determine whether a mark may be registered on the Principal or Supplemental register, and provides notice of an applicant's claim of ownership of the mark. Responses to the request for information are required to obtain the benefit of a registration on the Principal or Supplemental register. 15 U.S.C. §§1051 et seq. and 37 C.F.R. Part 2. All information collected will be made public. Gathering and providing the information will require an estimated 13 minutes (depending if the application is based on an intent to use the mark in commerce, use of the mark in commerce, or a foreign application or registration). Please direct comments on the time needed to complete this form, and/or suggestions for reducing this burden to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, Washington D.C. 20231. Please note that the PTO may not conduct or sponsor a collection of information using a form that does not display a valid OMB control number.

SPECIMEN

Internet Transmission Date:
10042002

Registration Number:
1990982


Class Number:
028

Serial Number:
74661603




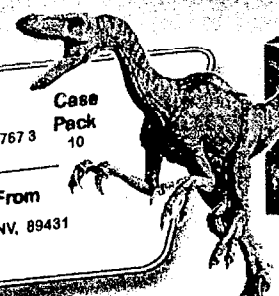
*The Classic Card Game Of War
Played by Dinosaurs!*

DINOSAUR WAR



Item	Item#	UPC	Case Pack
Dinosaur War Card Game	02767	7 08965 02767 3	10

Case Cube	Case Weight	Ship From
.12 Cu Ft.	3.5 lbs	Sparks NV, 89431



*The Classic Card Game Of War
Played by Dinosaurs!*

*The Classic Card Game Of War
Played by Dinosaurs!*

DISTRIBUTED BY UNIVERSAL TOYS® 770 SOUTHWOOD #1 INCLINE VILLAGE NV, 89451 PHONE 1.800.213.4263 FAX 1.800.213.3289

Mark

~DECLARATION OF USE OF A MARK UNDER SECTION 8~

The table below presents the data as entered.

Input Field	Entered
MARK	UNIVERSAL GAMES
REGISTRATION NUMBER	1990982
SERIAL NUMBER	74661603
REGISTRATION DATE	08/06/1996
NAME	Valen Brost
STREET	12631 Lakeshore N.
CITY	Auburn
STATE	CA
COUNTRY	USA
ZIP/POSTAL CODE	95602
E-MAIL ADDRESS	vbrost@psyber.com
ALL GOODS AND/OR SERVICES IN EXISTING REGISTRATION	Yes
SECTION 8 FILING FEE AMOUNT	100
NUMBER OF CLASSES	1
GRACE PERIOD FEE AMOUNT	100
NUMBER OF CLASSES	1
TOTAL FEES PAID	200.00
NUMBER OF CLASSES	1
INTERNATIONAL CLASS NUMBER	028
SPECIMEN	Yes
SPECIMEN DESCRIPTION	Instructions and playing cards used to play a game.
E-MAIL ADDRESS FOR CORRESPONDENCE	vbrost@psyber.com

SIGNATURE	/valen r brost/
DATE	10/04/2002
NAME	Valen R Brost
RAM SALE NUMBER	176
RAM ACCOUNTING DATE	20021007
INTERNET TRANSMISSION DATE	Friday, 10-04-2002 16:58:34 EDT
TEAS STAMP	USPTO/SECT08-20824556122-20021004165810779-1990982- 1247271b61d60d15387b4543c51b488625a-RAM-176- 20021004163910779

[Go Back](#)

FEE RECORD SHEET

Registration Number: 1990982

Serial Number: 74661603



RAM Sale Number: 176

Total Fees: \$200

RAM Accounting Date: 20021007

<u>Transaction</u>	<u>Fee Code</u>	<u>Transaction Date</u>	<u>Fee per Class</u>	<u>Number of Classes</u>	<u>Total Fee</u>
§8 affidavit	372	10/04/2002	\$100	1	\$100
Grace period for §8	381	10/04/2002	\$100	1	\$100

Valen Brost
12631 Lakeshore N.
Auburn, CA 95602
530 268 6397

10/15/02

Assistant Commissioner for Trademarks
2900 Crystal Dr.
Arlington, VA 22202 - 3513

Dear Commissioner,

The jpeg file I attached to my section 8 electronic filing showing use of the "Universal Games" mark reg # 1990982, my not be clear enough resolution so I have enclosed hard copys that show clear use. Please attach the enclosed documents to the electronic filing "Declaration of Use of Mark Under Section 8 ", dated 10/4/02, for Universal Games tm Reg # 1990982, ser # 74661603, reg date 08/06/1996 .

Sincerely,

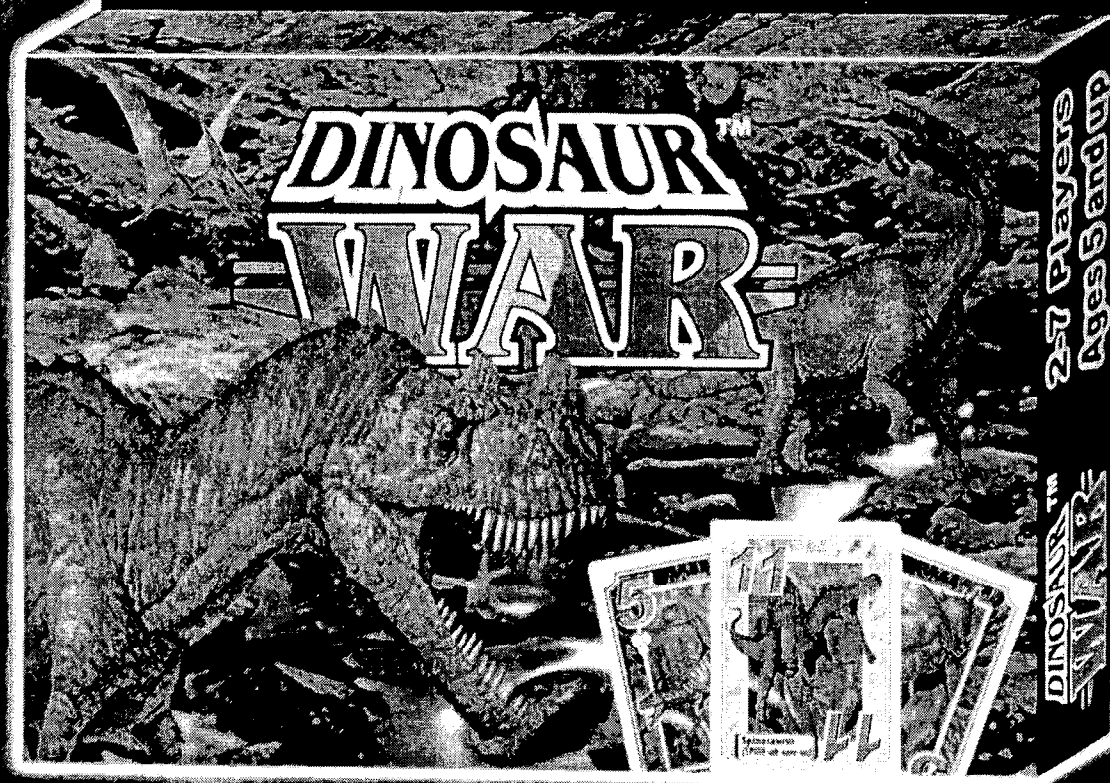


Valen Brost

**The
Card Game
of War**



With a Jurassic Twist!



FAMILY CARD GAME

AGES 5 AND UP

EDUCATIONAL

2 - 7 PLAYERS



**DINOSAURTM
WAR**



© 2002 Universal Games

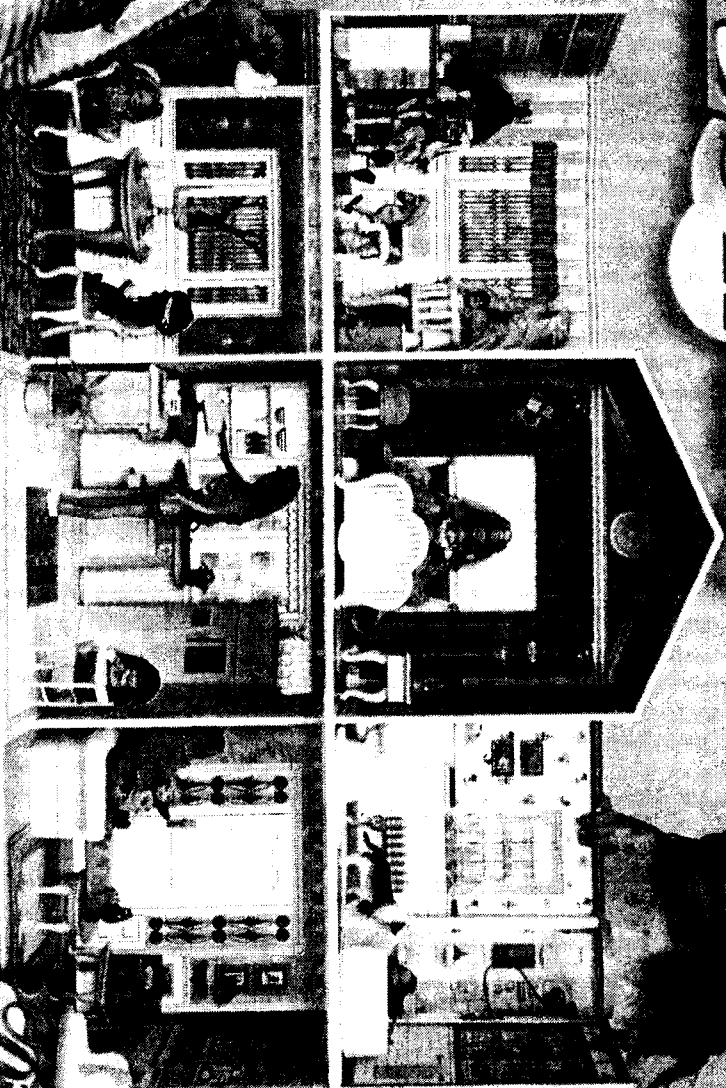
ITEM	ITEM #	UPC	Case Pack	Case Cube	Case Weight	Ship From
Dinosaur War Card Game	02767	7 08965 02767 3	10	.12 Cu Ft	3.5 lbs.	Sparks, NV 89431

DISTRIBUTED EXCLUSIVELY BY UNIVERSAL GAMES, 770 SOUTHWOOD #1, INCLINE VILLAGE, NV 89451 p 1.800.213.4263 f 1.800.213.3299

Dream ESTATE

FASHION DOLL

HOUSE FOR SALE — Dream Estate, ready to move into: 2 bdr, 1 bth, FR w/FP, Lg. kitchen, formal DR and est. gardens. Professionally decorated. Affordable. Agent (800) 213-4263.



This large, beautifully illustrated, and meticulously designed Dream Estate compactly ships and easily assembles in minutes to a large 48" x 30" 6-room house. Accommodates all 1 1/2 inch fashion dolls, furnishings and accessories.

AGE	WEIGHT	HEIGHT	HAIR	EYES	SKIN	HAIR	EYES	SKIN	HAIR	EYES	SKIN
4.5	11 lb.	4	30 lbs.	32-41	15-16" x 18-19"	31-34"	17-19" x 23-24"	7 lbs.	20 lbs.	33-35 lbs.	7 lbs.
4.5	11 lb.	4	30 lbs.	32-41	15-16" x 18-19"	31-34"	17-19" x 23-24"	7 lbs.	20 lbs.	33-35 lbs.	7 lbs.

Guinness

THE TITANIC THE BOA 80 MAKERS OF GAME

Made with durable corrugated cardboard. Fashion dolls and accessories.



TITANIC™

THE BOARD GAME

WELCOME ABOARD THE R.M.S. TITANIC

Gossip with other passengers, receive telegrams and collect all five pieces of your personal property to advance from Second Class to the First Class section of the ship. But watch out, you might get put back into steerage, or worse yet, never make it to your lifeboat on time...

INCLUDES FACTS SHEET
ABOUT THE R.M.S. TITANIC

Playing Board measures 35 1/2" x 14"

- Contents: 36 Telegrams,
72 Gossip Cards, 24 Personal Property
Cards, 6 Passports, 21 Bellhop Tokens, 1 Gameboard,
6 Playing Pieces, 1 Die, Play Money and Instructions.

WARNING:

Small parts. Choking hazard. Contains small parts. Not for children under 3 years.

Titanic™ The Board Game is not associated with any motion picture production.

©1998 Universal Games
Made in the U.S.A.



REG NUM: 2408658
REG DT: 11/28/2000
S/N 75/878559

Trademark

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark

75-878559



FILING DATE
December 28, 1999

ORIGINAL APPLICANT
Brost, Valen

GOODS/SERVICES (CLASS 028)
board games, card games

FILING BASIS
USE

ORIGINAL CORRESPONDENT
VALEN BROST

PLAY TO BE A MILLIONAIRE

PLAY TO BE A MILLIONAIRE

PRINCIPAL

LAW OFFICE 107

Margery Tierney

ATTORNEY ADVISOR:

75-878559

Approved for Publication (Principal Register) (Signature/Date)

Approved for Registration (Section 1(d)) (Signature/Date)

Approved for Registration (Supplemental Register) (Signature/Date)

PUBLISHED
09/05/00

Abandoned

(Date)

Trademark

75878559

TRADEMARK



75878559

NEW CASE DELIVERED

MAY 30 2000

LAW OFFICE 107

PROSECUTION HISTORY

	Entry	Date	Initials
1.			
2.	NOP 02		
3.	09/05/00		
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			
25.			
26.			
27.			
28.			
29.			
30.			

Int. Cl.: 28

Prior U.S. Cls.: 22, 23, 38 and 50

Reg. No. 2,408,658

United States Patent and Trademark Office

Registered Nov. 28, 2000

**TRADEMARK
PRINCIPAL REGISTER**

PLAY TO BE A MILLIONAIRE

BROST, VALEN (UNITED STATES CITIZEN)
770 SOUTHWOOD #1
INCLINE VILLAGE, NV 89451

FIRST USE 12-1-1999; IN COMMERCE
12-17-1999.

SER. NO. 75-878,559, FILED 12-23-1999.

FOR: BOARD GAMES, CARD GAMES, IN CLASS
28 (U.S. CLS. 22, 23, 38 AND 50).

MARGERY A. TIERNEY, EXAMINING ATTORNEY

*** User: mtierney ***

#	Total Marks	Dead Marks	Live Viewed Docs	Live Viewed Images	Status/ Search Duration	Search
01	6501	N/A	0	0	0:01	*play*[bi,ti]
02	1142	N/A	0	0	0:04	"to be"[bi,ti]
03	361	N/A	0	0	0:02	"million"[bi,ti]
04	0	0	0	0	0:01	1 and 2 and 3
05	619	N/A	0	0	0:02	*million*[bi,ti]
06	1	0	1	1	0:01	1 and 2 and 5
07	7	3	4	4	0:01	1 and 2

Session started 5/31/00 1:18:42 PM
Session finished 5/31/00 1:22:00 PM
Total search duration 0:12 minutes
Session Duration 3:18 minutes

Default NEAR limit= 1 ADJ limit= 1

75878559

TRADEMARK APPLICATION SERIAL NO. _____

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE
FEE RECORD SHEET

12/30/1999 LNICKELS 00000060 75878559

01 FC:361

245.00 OP

TRADEMARK/SERVICE MARK APPLICATION, PRINCIPAL REGISTER, WITH DECLARATION	MARK (Word(s) and/or Design) <div style="font-size: 1.2em; margin-top: 10px;">Play to be a Millionaire</div>	CLASS NO. (If known) <div style="font-size: 1.2em; margin-top: 10px;">28</div>
---	--	--

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS:

APPLICANT'S NAME: Valen Brost

APPLICANT'S BUSINESS ADDRESS: 770 Southwood #1
(Display address exactly as it should appear on registration) Incline Village NV 89451

APPLICANT'S ENTITY TYPE: (Check one and supply requested information)

☒ **Individual - Citizen of (Country):** U. S.

☐ **Partnership - State where organized (Country, if appropriate):** _____
Names and Citizenship (Country) of General Partners: _____

☐ **Corporation - State (Country, if appropriate) of Incorporation:** _____

☐ **Other (Specific Nature of Entity and Domicile):** _____

GOODS AND/OR SERVICES:

Applicant requests registration of the trademark/service mark shown in the accompanying drawing in the United States Patent and Trade-mark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. 1051 et. seq., as amended) for the following goods/ services (SPECIFIC GOODS AND/OR SERVICES MUST BE INSERTED HERE):

Board Games Card Games

BASIS FOR APPLICATION: (Check boxes which apply, but never both the first AND second boxes, and supply requested information related to each box checked.)

☒ Applicant is using mark in commerce on or in connection with the above identified goods/services. (15 U.S.C. 1051(a), as amended.) Three specimens showing the mark as used in commerce are submitted with this application.

- Date of first use of the mark in commerce which the U.S. Congress may regulate (for example, interstate or between the U.S. and a foreign country): December 17th 1999
- Specify the type of commerce: Interstate
(for example, interstate or between the U.S. and a specified foreign country)
- Date of first use anywhere (the same as or before use in commerce date): 12/1/99
- Specify intended manner or mode of use of mark on or in connection with the goods/services: Trademark is applied to labels
(for example, trademark is applied to labels, service mark is used in advertisements)

☐ Applicant has a bona fide intention to use the mark in commerce on or in connection with the above identified goods/services. (15 U.S.C. 1051(b); as amended.)

- Specify manner or mode of use of mark on or in connection with the goods/services: _____
(for example, trademark will be applied to labels, service mark will be used in advertisements)

☐ Applicant has a bona fide intention to use the mark in commerce on or in connection with the above identified goods/services and asserts a claim of priority based upon a foreign application in accordance with 15 U.S.C. 1126(d), as amended.

- Country of foreign filing: _____
- Date of foreign filing: _____

☐ Applicant has a bona fide intention to use the mark in commerce or in connection with the above identified goods/services, and, accompanying this application, submits a certification or certified copy of a foreign registration in accordance with 15 U.S.C. 1126(e), as amended.

- Country of registration: _____
- Registration number: _____

NOTE: Declaration, on Reverse Side, MUST be Signed

If submitted on one page, side two of the form should be Upside Down" in relation to page 1.

DECLARATION

The undersigned being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be owner of the trademark/service mark sought to be registered, or if the application is being filed under 15 U.S.C. 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the above identified mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

DATE

12-17-99

SIGNATURE

Valen R. Brost

775 833 4263

TELEPHONE NUMBER

Valen R. Brost

PRINT OR TYPE NAME

INSTRUCTIONS AND INFORMATION FOR APPLICANT

TO RECEIVE A FILING DATE, THE APPLICATION MUST BE COMPLETED AND THE APPLICANT AND SUBMITTED ALONG WITH:

U.S. Patent & Trademark Office Form 28 (Rev. 10-1-95)

12-23-1999

1. The prescribed FEE of \$245.00* for each class of goods/services listed in the application.
2. A **DRAWING PAGE** displaying the mark in conformance with 37 CFR 2.52;
3. If the application is based on use of the mark in commerce, **THREE (3) SPECIMENS** (evidence) of the mark as used in commerce for each class of goods/services listed in the application. All three specimens may be in the nature of: (a) labels showing the mark which are placed on the goods; (b) photographs of the mark as it appears on the goods; (c) brochures or advertisements showing the mark as used in connection with the services.
4. An **APPLICATION WITH DECLARATION** (this form) - The application must be signed in order for the application to receive a filing date. Only the following person may sign the declaration, depending on the applicant's legal entity: (a) the individual applicant; (b) an officer of the corporate applicant; (c) one general partner of a partnership applicant; (d) all joint applicants.

SEND APPLICATION FORM, DRAWING PAGE, FEE AND SPECIMENS (IF APPROPRIATE) TO:


Assistant Commissioner for Trademarks
Box New App / Fee
2900 Crystal Drive
Arlington, VA 22202-3513

75878559

Additional information concerning the requirements for filing an application is available in a booklet entitled **Basic Facts About Registering a Trademark**, which may be obtained by writing to the above address or by calling: (703) 308-9000.

* Fees are subject to change; changes usually take effect on October 1. If filing on or after October 1, 1995, please call the PTO to confirm the correct fee.

This form is estimated to take an average of 1 hour to complete, including time required for reading and understanding instructions, gathering necessary information, recordkeeping, and actually providing the information. Any comments on this form, including the amount of time required to complete this form, should be sent to the Office of Management and Organization, U.S. Patent and Trademark Office, U.S. Department of Commerce, Washington, D.C. 20231, and Paper Reduction Corporation, 10651-0009, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503. Do NOT send completed forms to either of these addresses.



12-23-1999

U.S. Patent & TMC/c/TM Mail Rpt Dt. #34

APPLICANT'S NAME: Valen Brost

APPLICANT'S ADDRESS: 770 Southwood #1, Incline Village, NV 89451

GOODS: Equipment sold as a unit for playing a card game or board game.

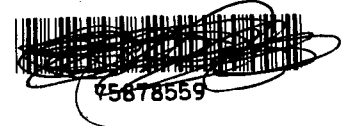
DATE OF FIRST USE: December 1st, 1999.

DATE OF FIRST USE IN COMMERCE: December 17th, 1999.

PLAY TO BE A MILLIONAIRE

PUBLISHED
09/05/00

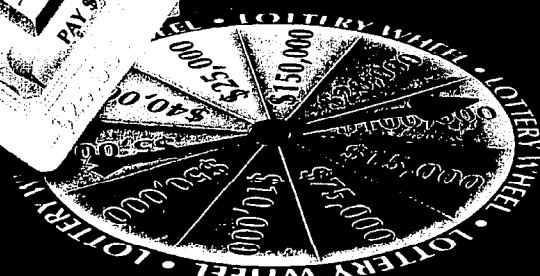
TRADEMARK





Play to be a Millionaire™ is the game where players individually, or in teams, attempt to be the first to earn a million dollars. Each hand involves players attempting to collect cards in their teams' *secret color*. Strategy, luck and bluffing are all essential in this quest to become a **Millionaire!**

Card Game



75878559

Contents

1 deck of playing cards,
1 deck of Team Color Cards, Millionaire
Currency, Lottery Wheel and instructions.

CASE CUBE	CASE PACK	CASE WEIGHT	CASE DIMENSIONS	ITEM DIMENSIONS	ITEM WEIGHT	PALLET SIZE	SUGG. RETAIL	UPC
1.8	12	15 lbs.	13x24x10	13x10x2	1.2 lbs.	54 cases	\$14.95	708965 020001



770 Southwood Blvd., Suite 1, Incline Village, Nevada 89451
800-213-4263 • Fax: 800-213-3299

Made in the U.S.A.



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office

ASSISTANT COMMISSIONER FOR TRADEMARKS
2900 Crystal Drive
Arlington, Virginia 22202-3513

Aug 4, 2000

NOTICE OF PUBLICATION UNDER 12(a)

- | | |
|-------------------------------------|--------------------------------------|
| 1. Serial No.:
75/878,559 | 2. Mark:
PLAY TO BE A MILLIONAIRE |
| 3. International Class(es):
28 | |
| 4. Publication Date:
Sep 5, 2000 | 5. Applicant:
Brost, Valen |

The mark of the application identified appears to be entitled to registration. The mark will, in accordance with Section 12(a) of the Trademark Act of 1946, as amended, be published in the Official Gazette on the date indicated above for the purpose of opposition by any person who believes he will be damaged by the registration of the mark. If no opposition is filed within the time specified by Section 13(a) of the Statute or by rules 2.101 or 2.102 of the Trademark Rules, the Commissioner of Patents and Trademarks may issue a certificate of registration.

Copies of the trademark portion of the Official Gazette containing the publication of the mark may be obtained at \$38.00 each for domestic orders, or at \$47.50 each for foreign orders from:

The Superintendent of Documents
U.S. Government Printing Office
PO Box 371954
Pittsburgh, PA 15250-7954
Phone: (202)512-1800

By direction of the Commissioner.

REG NUM: 2343003

REG DT: 04/18/2000

S/N 75/636481

75-636481



TYPED DRAWING
DREAM ESTATE
LAW OFFICE 106
PRINCIPAL

Victoria Williams

ATTORNEY ADVISOR:

PUBLISHED
01/25/00 11

Examining Attorney—(Please Print Name)
Victoria Williams

Published in Trademark O.G.

Approved for Publication (Principal Register)—(Signature)

Section 8 Accepted—(Signature)

Approved for Registration (Section 1(d))—(Signature)

Section 15—(Signature)

Approved for Registration (Supplemental Register)—(Signature)

Section 9 Renewal Accepted—(Signature)

75636481

TRADEMARK

75636481

New Case

AUG - 5 1999

Law Office 106

CONTENTS

	Entry	Date	Initials
1.		AUG 11 1999	
2.	El Amct X	SEP - 8 1999	19 SABV
3.	NOP 11		
4.	01\25\00		
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			
25.			
26.			
27.			
28.			
29.			
30.			

Int. Cl.: 28

Prior U.S. Cls.: 22, 23, 38 and 50

Reg. No. 2,343,003

United States Patent and Trademark Office

Registered Apr. 18, 2000

**TRADEMARK
PRINCIPAL REGISTER**

DREAM ESTATE

BROST, VALEN R. (UNITED STATES CITI-
ZEN)
P.O. BOX 8322
INCLINE VILLAGE, NV 89452

FIRST USE 1-15-1999; IN COMMERCE
2-5-1999.

SER. NO. 75-636,481, FILED 2-9-1999.

FOR: TOYS, NAMELY DOLLS, DOLL AC-
CESSORIES, AND DOLL HOUSES, IN CLASS
28 (U.S. CLS. 22, 23, 38 AND 50).

VICTORIA WILLIAMS, EXAMINING ATTOR-
NEY

*** User: vwilliams

#	Total Marks	Dead Marks	Live Viewed Docs	Live Viewed Images	Status/ Search Duration	Search
01	4054	N/A	0	0	0:02	*dr{v:2}m*[bi,ti]
02	11301	N/A	0	0	0:01	*stat*[bi,ti]
03	1218838	N/A	0	0	0:04	dead[ld]
04	6	0	2	2	0:01	(1 and 2) not 3 <i>AG</i> <i>VED</i>

Session started 8/9/99 5:33:23 PM

Session finished 8/9/99 5:34:11 PM

Total search duration 0:08 minutes

Session duration 1 minutes

Default NEAR limit= 1 ADJ limit= 1

*** User: vwilliams *

#	Total Marks	Dead Marks	Live Viewed Docs	Live Viewed Images	Status/ Search Duration	Search
01	1813	N/A	0	0	0:02	"dream"[bi,ti]
02	141299	N/A	0	0	0:03	"028"[ic] or a[ic] or b[ic] or 200[ic]
03	1253111	N/A	0	0	0:04	dead[ld]
04	112	0	10	10	0:01	(1 and 2) not 3 <i>all view</i>

Session started 11/21/99 4:34:01 PM

Session finished 11/21/99 4:36:39 PM

Total search duration 0:10 minutes

Session Duration 2:38 minutes

Default NEAR limit= 1 ADJ limit= 1

[Typed Drawing]

Mark

DREAM HOUSE

Goods and Services

IC 028. US 022. G & S: doll house, doll furniture, and doll furniture accessories. FIRST USE: 19791208. FIRST USE IN COMMERCE: 19791208

Mark Drawing Code

(1) TYPED DRAWING

Serial Number

74139451

Filing Date

February 15, 1991

Publication for Opposition Date

October 22, 1991

Registration Number

1671877

Registration Date

January 14, 1992

Owner Name and Address

(REGISTRANT) MATTEL, INC. CORPORATION DELAWARE 333 Continental Boulevard
El Segundo CALIFORNIA 902455012

Type of Mark

TRADEMARK

Register

PRINCIPAL

Affidavit Text

SECT 8. SECT 15. COMBINED SECT 8 AND SECT 15.

Live Dead Indicator

LIVE

[Typed Drawing]

Mark

DREAM PALACE

Goods and Services

IC 028. US 022. G & S: toy houses

Mark Drawing Code

(1) TYPED DRAWING

Serial Number

74422354

Filing Date

August 9, 1993

Publication for Opposition Date

November 17, 1998

Owner Name and Address

(APPLICANT) Maison Joseph Battat Ltee. CORPORATION CANADA 8440 Darnley
Road Montreal, Quebec CANADA H4T 1M4

Section 44 Indicator

SECT44

Priority Date

May 10, 1993

Type of Mark

TRADEMARK

Register

PRINCIPAL

Live Dead Indicator

LIVE

75636481

TRADEMARK APPLICATION SERIAL NO. __

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE
FEE RECORD SHEET

02/18/1999 VBRISCODE 00000065 75636481

01 FC:361

245.00 DP

TRADEMARK/SERVICE MARK APPLICATION, PRINCIPAL REGISTER, WITH DECLARATION	MARK (Word(s) and/or Design) <div style="font-size: 1.2em; margin-top: 10px;">Dream Estate</div>	CLASS NO. (If known) <div style="font-size: 1.2em; margin-top: 10px;">- 28</div>
---	--	--

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS

APPLICANT'S NAME: Valen R. Brost

APPLICANT'S BUSINESS ADDRESS: PO Box 8322
(Display address exactly as it should appear on registration) Incline Village, NV 89452

APPLICANT'S ENTITY TYPE: (Check one and supply requested information)

☒ **Individual - Citizen of (Country):** USA

Partnership - State where organized (Country, if appropriate): _____
 Names and Citizenship (Country) of General Partners: _____

Corporation - State (Country, if appropriate) of Incorporation: _____

Other (Specific Nature of Entity and Domicile): _____

GOODS AND/OR SERVICES

Applicant requests registration of the trademark/service mark shown in the accompanying drawing in the United States Patent and Trade-mark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. 1051 et. seq., as amended) for the following goods/ services (SPECIFIC GOODS AND/OR SERVICES MUST BE INSERTED HERE):
Toys, Dolls, Doll accessories, Doll Houses

BASIS FOR APPLICATION: (Check boxes which apply, but never both the first AND second boxes, and supply requested information related to each box checked.)

☒ Applicant is using mark in commerce on or in connection with the above identified goods/services. (15 U.S.C. 1051(a), as amended.) Three specimens showing the mark as used in commerce are submitted with this application.

- Date of first use of the mark in commerce which the U.S. Congress may regulate (for example, interstate or between the U.S. and a foreign country): February 5th, 1999
- Specify the type of commerce: Interstate
(for example, interstate or between the U.S. and a specified foreign country)
- Date of first use anywhere (the same as or before use in commerce date): January 15th, 1999
- Specify intended manner or mode of use of mark on or in connection with the goods/services: Trademark is applied to labels
(for example, trademark is applied to labels, service mark is used in advertisements)

☐ Applicant has a bona fide intention to use the mark in commerce on or in connection with the above identified goods/services. (15 U.S.C. 1051(b), as amended.)

- Specify manner or mode of use of mark on or in connection with the goods/services: _____
(for example, trademark will be applied to labels, service mark will be used in advertisements)

☐ Applicant has a bona fide intention to use the mark in commerce on or in connection with the above identified goods/services and asserts a claim of priority based upon a foreign application in accordance with 15 U.S.C. 1126(d), as amended.

• Country of foreign filing: _____

• Date of foreign filing: _____

☐ Applicant has a bona fide intention to use the mark in commerce or in connection with the above identified goods/services, and, accompanying this application, submits a certification or certified copy of a foreign registration in accordance with 15 U.S.C 1126(e), as amended.

• Country of registration: _____

• Registration number: _____

NOTE: Declaration, on Reverse Side, MUST be Signed

If submitted on one page, side two the form should be Upside Down" in relation to page 1.

3/1
DECLARATION

The undersigned being hereby warned that making false statements and the like so made are punishable by fine or imprisonment, or both, at such willful false statements may jeopardize the validity of the application, declares that he/she is properly authorized to execute this application of the applicant; he/she believes the applicant to be owner of the trademark being registered, or if the application is being filed under 15 U.S.C. 1051, he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the above identified mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

U.S. Patent & Trademark Office
6661-60-20



DATE

2-5-99

SIGNATURE

Valen R. Brost

TELEPHONE NUMBER

702 833 4263

PRINT OR TYPE NAME

Valen R. Brost

INSTRUCTIONS AND INFORMATION FOR APPLICANT

TO RECEIVE A FILING DATE, THE APPLICATION MUST BE COMPLETED AND SIGNED BY THE APPLICANT AND SUBMITTED ALONG WITH:

1. The prescribed **FEE** of \$245.00* for each class of goods/services listed in the application;
2. A **DRAWING PAGE** displaying the mark in conformance with 37 CFR 2.52;
3. If the application is based on use of the mark in commerce, **THREE (3) SPECIMENS** (evidence) of the mark as used in commerce for each class of goods/services listed in the application. All three specimens may be in the nature of: (a) labels showing the mark which are placed on the goods; (b) photographs of the mark as it appears on the goods, (c) brochures or advertisements showing the mark as used in connection with the services.
4. An **APPLICATION WITH DECLARATION** (this form) - The application must be signed in order for the application to receive a filing date. Only the following person may sign the declaration, depending on the applicant's legal entity: (a) the individual applicant; (b) an officer of the corporate applicant; (c) one general partner of a partnership applicant; (d) all joint applicants.

SEND APPLICATION FORM, DRAWING PAGE, FEE AND SPECIMENS (IF APPROPRIATE) TO:

Assistant Commissioner for Trademarks

Box New App / Fee

2900 Crystal Drive

Arlington, VA 22202-3513

75636481

ning the requirements for filing an application is available in a booklet entitled **Basic Facts About Registering a Trademark**, which may be obtained by writing to the above address or by calling: (703) 308-9000.

* Fees are subject to change; changes usually take effect on October 1. If filing on or after October 1, 1995, please call the PTO to confirm the correct fee.

This form is estimated to take an average of 1 hour to complete, including time required for reading and understanding instructions, gathering necessary information, recordkeeping, and actually providing the information. Any comments on this form, including the amount of time required to complete this form, should be sent to the Office of Management and Organizations, U.S. Patent and Trademark Office, U.S. Department of Commerce, Washington, D.C. 20231, and Paper Reduction Project 0651-0009, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503. Do NOT send completed forms to either of these addresses.

02-09-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #61

APPLICANT'S NAME: Valen R. Brost

APPLICANT'S ADDRESS: P.O. Box 8322, Incline Village, NV 89452

GOODS: Toys, Dolls, Doll Accessories, Doll Houses

DATE OF FIRST USE: January 15th, 1999

DATE OF FIRST USE IN COMMERCE: February 5th, 1999

INT CLASS	
28	

DREAM ESTATE

PUBLISHED
01/25/00 11

TRADEMARK



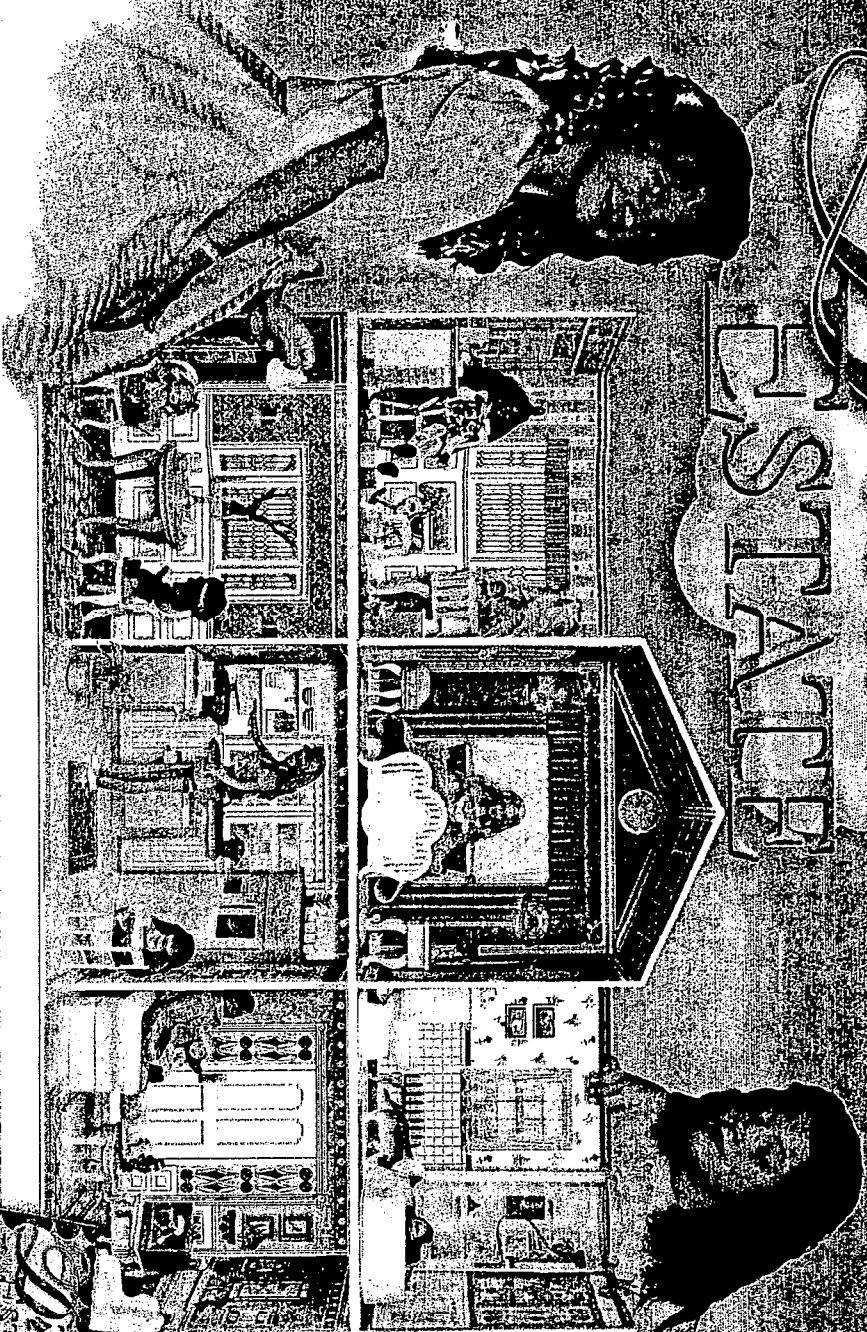
75636481

75636481

HOUSE FOR SALE — Dream Estate, ready to move into: 2 bdr, 1 bth, FR w/FP, Lg. kitchen, formal DR and est. gardens. Professionally decorated. Affordable. Agent (800) 213-4263.

Dream ESTATE

FASHION DOLL



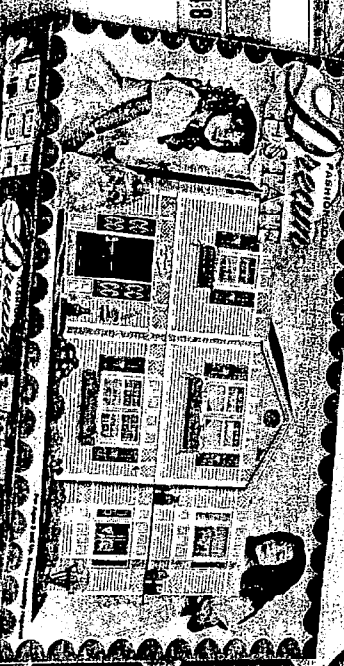
This large, beautifully illustrated, and meticulously designed Dream Estate compactly ships and easily assembles in minutes to a large 48" x 30" 6-room house. Accommodates 1 1/2 inch fashion dolls, furnishings and accessories.

CASE DIMENSIONS	CASE PH	CASE WT.	CASE SIZE	ITEM DIMENSIONS	ITEM WT.	PALETTE SIZE	SUGG. RETAIL	UPC
45" H x 11"	4	30 lbs.	82 1/2" x 13 3/4" x 18 3/4"	31 1/2" x 17 1/4" x 3 1/4"	7 lbs.	20 Cases	\$35.00	7 08965 00824 8

Universal
GAMES

THE
TITANIC
THE BOARD
MAKERS
OF
GAME

Made with durable corrugated fiberboard.
Fashion dolls and accessories not included.



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office

SERIAL NO. 75/636481 APPLICANT DREAM ESTATE, Valen R.		PAPER NO.
MARK DREAM ESTATE		ADDRESS: Assistant Commissioner for Trademarks 2900 Crystal Drive Arlington, VA 22202-3513 <small>If no fees are enclosed, the address should include the words "Box Responses - No Fee."</small>
ADDRESS VALEN R. BREDT PO BOX 1092 INCLINE VILLAGE NV 89452	ACTION NO. 01	
FORM PTO-1525 (5-90) U.S. DEPT. OF COMM. PAT. & TM OFFICE	MAILING DATE 08/11/99	
	REF. NO.	

A PROPER RESPONSE TO THIS OFFICE ACTION MUST BE RECEIVED WITHIN 6 MONTHS FROM THE DATE OF THIS ACTION IN ORDER TO AVOID ABANDONMENT. For your convenience and to ensure proper handling of your response, a label has been enclosed. Please attach it to the upper right corner of your response. If the label is not enclosed, print or type the Trademark Law Office No., Serial No., and Mark in the upper right corner of your response.

RE: Serial Number: 75/636481 **DREAM ESTATE**

The assigned examining attorney has reviewed the referenced application and determined the following.

The examining attorney has searched the Office records and has found no similar registered or pending mark which would bar registration under Trademark Act Section 2(d), 15 U.S.C. Section 1052(d). TMEP section 1105.01.

IDENTIFICATION NEEDS CLARIFICATION/EDITING

The identification of goods is unacceptable as indefinite. The applicant may adopt the following identification, if accurate:

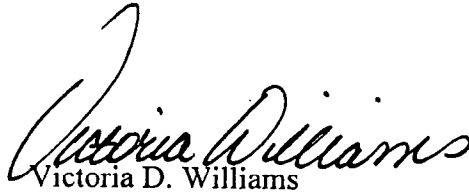
Class 28:

"Toys, namely dolls, doll accessories, and doll houses" in class 28.

75/636481

-2-

PLEASE NOTE: All of the issues raised can be resolved by telephone. The applicant may telephone the examining attorney, instead of submitting a written response, to expedite the application.

A handwritten signature in cursive script, reading "Victoria Williams".

Victoria D. Williams

Trademark Attorney

Law Office 106

(703) 308-9106 ext. 231

**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

SERIAL NO. 75/636481 Brost, Valen R.		PAPER NO. 2A	
APPLICANT 		ADDRESS: Assistant Commissioner for Trademarks 2900 Crystal Drive Arlington, VA 22202-3513	
MARK DREAM ESTATE		If no fees are enclosed, the address should include the words "Box Responses - No Fee."	
ADDRESS VALEN R BROST PO BOX 8322 INCLINE VILLAGE NV 89452		ACTION NO. 02	
		MAILING DATE 09/08/99	
		REF. NO.	
FORM PTO-1525 (5-90)		U.S. DEPT. OF COMM. PAT. & TM OFFICE	

- Please provide in all correspondence:
1. Filing Date, serial number, mark and Applicant's name.
 2. Mailing date of this action.
 3. Examining Attorney's name and Law Office number.
 4. Your telephone number and ZIP code.

EXAMINER'S AMENDMENT

EXAMINING ATTORNEY	PERSON CALLED/INTERVIEWED	TELEPHONE NUMBER
Victoria D. Williams	Valen Brost	702-833-4263
<input checked="" type="checkbox"/> TELEPHONE CALL	<input checked="" type="checkbox"/> INTERVIEW DATE	<input checked="" type="checkbox"/> ATTORNEY
<input type="checkbox"/> PERSONAL INTERVIEW	September 8, 1999	<input type="checkbox"/> APPLICANT

CALL RECORD/NOTES

OFFICE SEARCH: The examining attorney has searched the Office records and has found no similar registered or pending mark which would bar registration under Trademark Act Section 2(d), 15 U.S.C. Section 1052(d). TMEP section 1105.01.

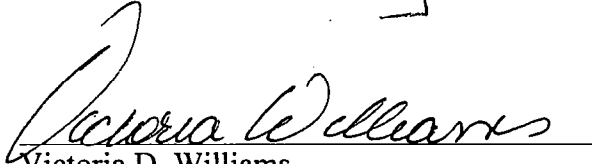
RE: Serial Number 75/636481

In accordance with the authorization granted by the above Applicant or attorney, the application has been AMENDED as indicated below. No response is necessary unless there is an objection to the amendment.

Identification:

Class 28:

✓ Please change the identification to Toys, namely dolls, doll accessories, and doll houses in class 28.


 Victoria D. Williams
 Trademark Attorney
 Law Office 106
 (703) 308-9106 ext. 231



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office

ASSISTANT COMMISSIONER FOR TRADEMARKS
2900 Crystal Drive
Arlington, Virginia 22202-3513

Dec 23, 1999

NOTICE OF PUBLICATION UNDER 12(a)

- | | |
|--------------------------------------|----------------------------------|
| 1. Serial No.:
75/636,481 | 2. Mark:
DREAM ESTATE |
| 3. International Class(es):
28 | |
| 4. Publication Date:
Jan 25, 2000 | 5. Applicant:
Brost, Valen R. |

The mark of the application identified appears to be entitled to registration. The mark will, in accordance with Section 12(a) of the Trademark Act of 1946, as amended, be published in the Official Gazette on the date indicated above for the purpose of opposition by any person who believes he will be damaged by the registration of the mark. If no opposition is filed within the time specified by Section 13(a) of the Statute or by rules 2.101 or 2.102 of the Trademark Rules, the Commissioner of Patents and Trademarks may issue a certificate of registration.

Copies of the trademark portion of the Official Gazette containing the publication of the mark may be obtained at \$38.00 each for domestic orders, or at \$47.50 each for foreign orders from:

The Superintendent of Documents
U.S. Government Printing Office
PO Box 371954
Pittsburgh, PA 15250-7954
Phone: (202)512-1800

By direction of the Commissioner.

74613566

PTO-102 (9-88)
U.S. DEPT. OF COMMERCE
Patent and Trademark Office

PPH OM

P

1. REG. NO. 1945515		3. MARK [Blank]		4. SER. NO.	
2. REG. DATE 1-2-96				5. REGISTER	
6. INTERNATIONAL CLASS 28		7. PRIOR U.S. CLASS 22-11-11-50		8. FILING DATE 12/21/95	
9. LAW OFFICE J. A.		10. APPLICANT AND POST OFFICE Prostate Station Co. P.O. Box 822 Incline Village, NV 89412 INDIVIDUAL APPLICANT UNITED STATES CITIZEN		16. EXAMINING ATTORNEY [Signature]	
				17. TYPE OF MARK TRANSMARK	
				18. FIRST USE ICL 023 1971	
11. CORRESPONDENCE ADDRESS Valerie L. Frost P.O. Box 1000 Incline Village, NV 89412				19. IN COMMERCE ICL 023 1971	
12. DOMESTIC REPRESENTATIVE				20. FOREIGN REG. AND APPL. DATA	
13. APPLICANT'S ATTORNEY					
15. GOODS - SERVICES 028-Health Products		See Inside A1			
21. OTHER DATA					

PTO-102L (REV. 12/82) U.S. DEPT. OF COMMERCE - PATENT AND TRADEMARK OFFICE

22. AMENDED	PRINCIPAL REGISTER		25. Examiner	
			26. Section 1(C) Accepted	
			27. Section 1(D) Accepted	
23. AFFIDAVIT	Section 8		28. Approved for Publication [Signature]	
	Section 15		29. Approved for Supplemental Registration	
24. RENEWAL	Approved for Renewal		30. O.G. Date	
	Renewed From			

PUBLISHED
OCT 10 1995

74613566

TRADEMARK

74613566

28

MAY 22 1995

LAW OFFICE 5

CONTENTS

Entry

Date

Initials

JUN - 1 1995

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

12.

13.

14.

15.

16.

17.

18.

19.

20.

21.

22.

23.

24.

25.

26.

27.

28.

29.

30.

Amold A. Encl
N OF P

Int. Cl.: 28

Prior U.S. Cls.: 22, 23, 38 and 50

Reg. No. 1,945,515

United States Patent and Trademark Office

Registered Jan. 2, 1996

**TRADEMARK
PRINCIPAL REGISTER**

SOLARQUEST

**BROST, VALEN R. (UNITED STATES CITI-
ZEN)
P.O. BOX 8322
INCLINE VILLAGE, NV 89452**

**FIRST USE 9-15-1985; IN COMMERCE
9-15-1985.**

**FOR: EQUIPMENT SOLD AS A UNIT FOR
PLAYING A BOARD GAME, IN CLASS 28 (U.S.
CLS. 22, 23, 38 AND 50).**

SER. NO. 74-613,566, FILED 12-21-1994.

PAULA MAYS, EXAMINING ATTORNEY

*** User: EX595050 ***

STMT. NUMBER	TOTAL MARKS	LIVE VIEWED	DEAD VIEWED	SEARCH
01	2	2	0	PHRASCH /OW BROST, VALEN
02	1017	0	0	PHRASCH :SOLAR:
03	1615	0	0	PHRASCH :QUEST:
04	5	2	3	PHRASCH 2&3
05	645066	0	0	PHRASCH 028/CC
06	644400	0	0	PHRASCH DEAD/LD
07	889	0	0	PHRASCH ((2^3)&5~6)
08	123	123	0	PHRASCH 7&(028/IC^A/IC^B/IC^200/IC)
09	5	2	3	PHONSCH SOLARQUEST ^SOLAR QUEST

TERMINAL SESSION STARTED 05/23/95 10:50 A.M. (EASTERN TIME)
TERMINAL SESSION FINISHED 05/23/95 11:09 A.M. (EASTERN TIME)
ELAPSED TIME THIS SESSION 0 HRS AND 19 MIN

*** User: EX595050 ***

SPMT NUMBER	TOTAL MARKS	LIVE VIEWED	DEAD VIEWED	SEARCH
01	1672	0	0	PHRASCH :quest:
02	763	0	0	PHRASCH 1&028/cc~dead/ld
03	110	110	0	PHRASCH 2&(028/ic^a/ic^b/ic^200/ic)
04	1880	0	0	PHRASCH :space:
05	5	2	3	PHRASCH 1&4
06	1030	0	0	PHRASCH :solar:
07	168	105	0	PHRASCH 6&028/cc~dead/ld

TERMINAL SESSION STARTED 07/18/95 5:01 P.M. (EASTERN TIME)
TERMINAL SESSION FINISHED 07/18/95 5:34 P.M. (EASTERN TIME)
ELAPSED TIME THIS SESSION 0 HRS AND 33 MIN

TRADEMARK APPLICATION SERIAL NO. **74613566**

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE
FEE RECORD SHEET

140 KJ 01/27/95 74613566

0 361 245.00 CK

113

745-361

74613566

TRADEMARK/SERVICE MARK APPLICATION, PRINCIPAL REGISTER, WITH DECLARATION		MARK (Word(s) and/or Design) SOLARQUEST	CLASS NO. (If known) 28
TO THE ASSISTANT SECRETARY AND COMMISSIONER OF PATENTS AND TRADEMARKS:			
APPLICANT'S NAME: Valen R. Brost			
APPLICANT'S BUSINESS ADDRESS: (Display address exactly as it should appear on registration)		P.O. Box 8322 Incline Village, NV 89452	
APPLICANT'S ENTITY TYPE: (Check one and supply requested information)			
<input checked="" type="checkbox"/>	Individual	Citizen of (Country): The United States of America	X
	Partnership - State where organized (Country, if appropriate): Names and Citizenship (Country) of General Partners:		
	Corporation - State (Country, if appropriate) of Incorporation:		
	Other (Specify Nature of Entity and Domicile):		
GOODS AND/OR SERVICES:			
Applicant requests registration of the trademark/service mark shown in the accompanying drawing in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. 1051 et. seq., as amended) for the following goods/services (SPECIFIC GOODS AND/OR SERVICES MUST BE INSERTED HERE): Board Game			
BASIS FOR APPLICATION: (Check boxes which apply, but never both the first AND second boxes, and supply requested information related to each box checked.)			
<input checked="" type="checkbox"/>	Applicant is using the mark in commerce on or in connection with the above identified goods/services. (15 U.S.C. 1051(a), as amended.) Three specimens showing the mark as used in commerce are submitted with this application. • Date of first use of the mark in commerce which the U.S. Congress may regulate (for example, interstate or between the U.S. and a foreign country): 9-15-1985 • Specify the type of commerce: interstate (for example, interstate or between the U.S. and a specified foreign country) • Date of first use anywhere (the same as or before use in commerce date): 9-15-1985 • Specify manner or mode of use of mark on or in connection with the goods/services: trademark is applied to labels (for example, trademark is applied to labels, service mark is used in advertisements)		
<input type="checkbox"/>	Applicant has a bona fide intention to use the mark in commerce on or in connection with the above identified goods/services. (15 U.S.C. 1051(b), as amended.) • Specify intended manner or mode of use of mark on or in connection with the goods/services: (for example, trademark will be applied to labels, service mark will be used in advertisements)		
<input type="checkbox"/>	Applicant has a bona fide intention to use the mark in commerce on or in connection with the above identified goods/services, and asserts a claim of priority based upon a foreign application in accordance with 15 U.S.C. 1126(d), as amended. • Country of foreign filing: _____ • Date of foreign filing: _____		
<input type="checkbox"/>	Applicant has a bona fide intention to use the mark in commerce on or in connection with the above identified goods/services and, accompanying this application, submits a certification or certified copy of a foreign registration in accordance with 15 U.S.C. 1126(e), as amended. • Country of registration: _____ • Registration number: _____		
NOTE: Declaration, on Reverse Side, MUST be Signed			

DECLARATION

The undersigned being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the above identified mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

DATE

10-1-1994

SIGNATURE

Valen R. Brost

TELEPHONE NUMBER

(702) 831-3760

PRINT OR TYPE NAME AND POSITION

Valen R. Brost

INSTRUCTIONS AND INFORMATION FOR APPLICANT

TO RECEIVE A FILING DATE, THE APPLICATION MUST BE COMPLETED AND SIGNED BY THE APPLICANT AND SUBMITTED ALONG WITH:

1. The prescribed FEE (\$245.00 effective 10/1/93)* for each class of goods/services listed in the application;
2. A DRAWING PAGE displaying the mark in conformance with 37 CFR 2.52;
3. If the application is based on use of the mark in commerce, THREE (3) SPECIMENS (evidence) of the mark as used in commerce for each class of goods/services listed in the application. All three specimens may be in the nature of: (a) labels showing the mark which are placed on the goods; (b) photographs of the mark as it appears on the goods, (c) brochures or advertisements showing the mark as used in connection with the services.
4. An APPLICATION WITH DECLARATION (this form) - The application must be signed in order for the application to receive a filing date. Only the following person may sign the declaration, depending on the applicant's legal entity: (a) the individual applicant; (b) an officer of the corporate applicant; (c) one general partner of a partnership applicant; (d) all joint applicants.

SEND APPLICATION FORM, DRAWING PAGE, FEE, AND SPECIMENS (IF APPROPRIATE) TO:

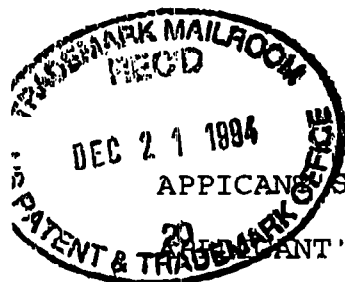
Commissioner of Patents and Trademarks
Box TRADEMARK
Washington, D.C. 20231

Additional information concerning the requirements for filing an application is available in a booklet entitled Basic Facts About Registering a Trademark, which may be obtained by writing to the above address or by calling: (703) 308-HELP.

*Fees are subject to change; changes usually take effect on October 1. If filing on or after October 1, 1994, please call the PTO to confirm the correct fee.

This form is estimated to take an average of 1 hour to complete, including time required for reading and understanding instructions, gathering necessary information, recordkeeping, and actually providing the information. Any comment on this form, including the amount of time required to complete this form, should be sent to the Office of Management and Organization, U.S. Patent and Trademark Office, U.S. Department of Commerce, Washington, D.C. 20231, and to Paperwork Reduction Project 0631-0009, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503. Do NOT send completed forms to either of these addresses.

74613568



APPLICANT'S NAME:

Valen R. Brost

APPLICANT'S ADDRESS:

P.O. Box 8322, Incline Village, NV 89452

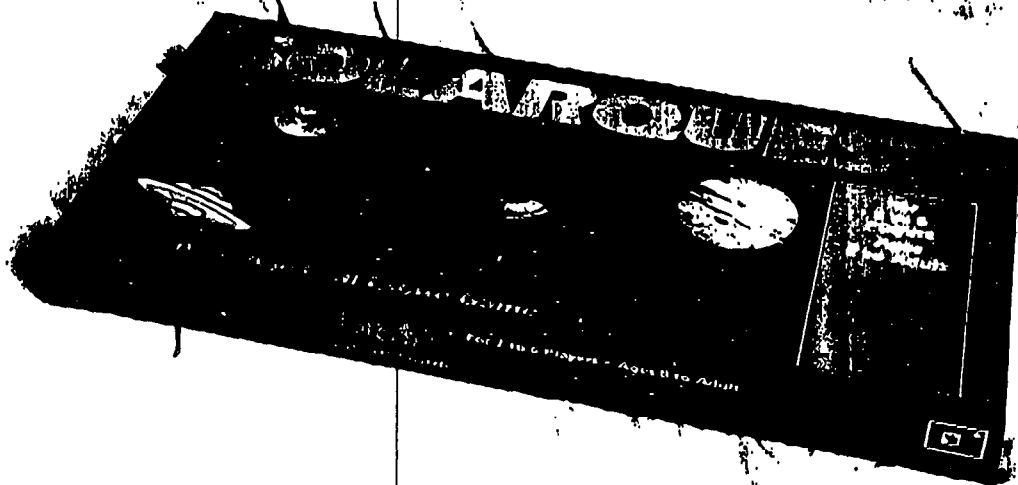
GOODS: Equipment sold as a unit for playing a board game.

DATE OF FIRST USE: September 15th, 1985

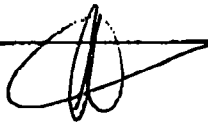
DATE OF FIRST USE IN COMMERCE: September 15th, 1985

SOLARQUEST

PUBLISHED
OCT 10 1995



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office

SERIAL NO. 74/613566 APPLICANT Valen R. Brost		PAPER NO.
MARK SOLARQUEST		ADDRESS: ASSISTANT COMMISSIONER FOR TRADEMARKS 2900 Crystal Drive Arlington, Virginia 22202-3513
ADDRESS Valen R. Brost P.O. Box 8322 Incline Village, NV 89452	ACTION NO. 01	MAILING DATE 05/31/95
REF. NO.	U.S. DEPT. OF COMM. PAT. & TM OFFICE	

FORM PTO-1525 (5-90)

If no fees are enclosed, the address should include the words "Box 5."
Please provide in all correspondence:

1. Filing Date, serial number, mark and Applicant's name.
2. Mailing date of this Office action.
3. Examining Attorney's name and Law Office number.
4. Your telephone number and ZIP code.

A PROPER RESPONSE TO THIS OFFICE ACTION MUST BE RECEIVED WITHIN 6 MONTHS FROM THE DATE OF THIS ACTION IN ORDER TO AVOID ABANDONMENT.
For your convenience and to ensure proper handling of your response, a label has been enclosed. Please attach it to the upper right corner of your response. If the label is not enclosed, print or type the Trademark Law Office No., Serial No., and Mark in the upper right corner of your response.

RE: Serial Number 74/613566 SOLARQUEST

The assigned examining attorney has reviewed the referenced application and determined the following:

REGISTRATION

Likelihood of Confusion

The examining attorney refuses registration under Trademark Act Section 2(d), 15 U.S.C. Section 1052(d), because the applicant's mark, when used on or in connection with the identified services, so resembles the mark in U.S. Registration No. 173364 as to be likely to cause confusion, to cause mistake, or to deceive. TMEP section 1207. See the enclosed registration.

The proposed mark is **SOLARQUEST**, which is described by the applicant as a unit of equipment for playing a board game, and in the identification of goods as a "board game." The registered mark are **SPACEQUEST**, and **WORLDQUEST** defined as computer games, and board games respectively. The marks are similar in commercial impression and meaning. Both marks are for games featuring outer space, or world space adventures. Section 2(d) of the Trademark Act bars registration where a mark so resembles a registered mark, that it is likely, when applied to the

goods, to cause confusion, or to cause mistake or to deceive. TMEP section 1207.01. The Court in *In re E. I. DuPont de Nemours & Co.*, 476 F.2d 1357, 177 USPQ 563 (CCPA 1973), listed the principal factors to consider in determining whether there is a likelihood of confusion. Among these factors are the similarity of the marks as to appearance, sound, meaning and commercial impression and the similarity of the goods. The overriding concern is to prevent buyer confusion as to the source of the goods. *Miss Universe, Inc. v. Miss Teen U.S.A., Inc.*, 209 USPQ 698 (N.D. Ga. 1980). The proposed mark and the registered mark are highly similar in each of the five factors listed. Consumers are unlikely to distinguish between *SOLARQUEST*, *SPACEQUEST* and *WORLDQUEST*, when considering the purchase of outer space adventure games, the fact that one is a computer software game is insignificant in considering the marks as a whole, and the goods identified. Moreover, any doubt as to the existence of a likelihood of confusion must be resolved in favor of the registrant. *Lone Star Mfg. Co. v. Bill Beasley, Inc.*, 498 F.2d 906, 182 USPQ 368 (CCPA 1974).

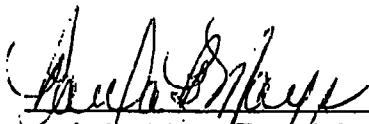
Registration of the proposed mark must therefore be refused. The applicant may, however, submit evidence to overcome the refusal.

INFORMALITIES

If the applicant chooses to respond to the refusal to register, the applicant must also respond to the following informalities:

Identification of Goods

The identification of goods is unacceptable as indefinite. The applicant may adopt the following identification, if accurate: *Equipment sold as a unit for playing a board game (in class 28).* TMEP section 804.



Paula B. Mays, Examining Attorney
Law Office 5, (703) 308-9105 ex 182

M.B.

*** User: EX595050 *** Serial Number: 74173364 ***

Word Mark

SPACE QUEST

Goods/Services

IC 028; US 022; G & S: computer games; FIRST USE: 1986.05.01; FIRST USE IN
COMMERCE: 1986.05.01

Mark Drawing Code

(1) TYPED DRAWING

Serial Number

74-173364,

Filing Date

1991.06.06

Registration Number

1723972

Registration Date

1992.10.13

Owner Name/Address

(REGISTRANT) Children's Museum of Indianapolis, Inc., The NOT-FOR-PROFIT
CORPORATION INDIANA 3000 North Meridian Street Indianapolis INDIANA 46208

Prior US Registration

1315930; 1664619

Type of Mark

TRADEMARK

Register

PRINCIPAL

*** Search: 8 *** Document Number: 68 ***

.. EX595050 *** Ser. Number: 73641384 ***

Mark
WORLD QUEST

Goods/Services

IC 028; US 022; G & S: BOARD GAMES; FIRST USE: 1986.08.28; FIRST USE IN
COMMERCE: 1986.09.25

Mark Drawing Code
(1) TYPED DRAWING

Serial Number
73-641384

Filing Date
1987.01.27

Registration Number
1482472

Registration Date
1988.03.29

Owner Name/Address
(REGISTRANT) JACKSON, DONALD ARTHUR INDIVIDUAL AUSTRALIA 55 GREENPARK ROAD
ALINJARRA AUSTRALIA

Type of Mark
TRADEMARK

Register
PRINCIPAL

TRADEMARK LAW OFFICE
Serial Number: 74/613566
Mark: SOLARQUEST

**Please Place in Upper Right
**of Response to Office Action

TRADEMARK MAINTENANCE
REC'D
JUN 12 1995
P.O. Box 8322
Incline Village, NV 89452

Paula Mays
Examining Attorney - Patent and Trademark Office
2900 Crystal Drive
Arlington, VA 22202-3513

RE: Serial Number 74/613566 SOLARQUEST

Dear Ms. Mays:

I am responding to the registration refusal of SOLARQUEST. I am submitting evidence to overcome the refusal.

History of SOLARQUEST

SOLARQUEST was first registered on January 24, 1984 (Trademark Registration No. 1,265,095). SOLARQUEST is a space-age real estate acquisition board game where players travel the solar system buying and selling planets and moons. I am the designer of SOLARQUEST. SOLARQUEST was very successful and sold over a half million copies while it was on the market. In 1989, the company marketing SOLARQUEST sold its game division due to company financial problems and let SOLARQUEST fall by the wayside. The company also failed to file the continued use document with the U.S. Patent and Trademark Office by the January 24, 1990 deadline. Thus the reason for our current situation. I recently reacquired the rights to the SOLARQUEST board game and will be reintroducing the game in July 1995.

The 1987 public relations campaign for SOLARQUEST was handled by Pezzano+Company. This campaign was conducted nationwide and included special programs for school age children to learn detailed information about the solar system. SOLARQUEST was heavily promoted to our nation's schools because of its educational nature and is still used in many school districts around the country. Many children still play this game. Please review the enclosed collage to witness the excitement and interest SOLARQUEST received by people of all ages.

Reasons to Overcome Refusal

As mentioned, SOLARQUEST has already earned a name for itself in over a half million homes and schools throughout the nation. Game stores throughout the country have recently told me that people still ask for the game by name. Even though the trademark fell out of registration in 1990 due to an unfortunate oversight, SOLARQUEST was still on the shelf of several game stores through 1994.

SOLARQUEST was a registered trademark for the SOLARQUEST board game from 1984 to 1990. During this time, the computer game SPACEQUEST was also on the market but without a registered trademark. Being a 'computer gamer' I played SPACEQUEST on my home computer and no similarity between it and my game ever even occurred to me, and I was the owner of SOLARQUEST!

I understand that the concern here is to prevent buyer confusion as to the source of the goods. I believe that consumers will have no trouble distinguishing the two marks. As for appearance and sound of the two marks, the only similarity is having the word 'QUEST' as part of the mark. I don't see how this is any different than PEPSI-COLA and COCA-COLA sharing the word 'COLA' but having separate and distinct trademarks. Also, I find it curious that registration was granted to 'WORLDQUEST' in 1988 and then to 'SPACEQUEST' in 1991. Certainly if these two marks can coexist there is room for SOLARQUEST as well.

Concerning the meaning of the two marks, 'SPACE' can mean anything from the space between atoms, to the space in a room, to the space of the entire universe. 'SOLAR' is very specific and refers to the Sun and in this case the planets that revolve around it. Once again, the only similarity is the use of the word 'QUEST', a very generic word. By refusing our request to register 'SOLARQUEST' based on the use of the word 'QUEST' you are essentially precluding any products involving suggestion of a celestial mission; like EARTHQUEST, PLUTOQUEST, GALACTICQUEST, or even UNIVERSEQUEST. Since the very nature of most games, irrespective of the medium, involve some sort of objective or mission, you are likely to be faced with many future requests to use the word 'QUEST' as part of a name. Also, due to the popularity of NASA and a heightened awareness of celestial concepts, even young school children can define the solar system and relate it to, for example, a galaxy or the universe. This adds credence to the argument that consumers are very unlikely to confuse such simple celestial terminology.

Concerning commercial impression, the two marks are very distinct. SOLARQUEST was, and will be, sold in mass market retail stores and through educational mail order catalogs where SPACEQUEST, if you can find it available anymore (computer games generally have a life span under 2 years) was, and is, sold in specialty computer software stores. The two products were, and are, not even sold in the same stores.

On the last factor of the likelihood of confusion test, the two products share no similarities. SOLARQUEST is packaged like a traditional board game with a playing board and an assortment of game pieces. SPACEQUEST is a computer software game and is packaged with small diskettes and a manual. A physical examination the products reveals no similarities.

Based on the merits presented, it is unlikely there will be confusion between the two products.

Identification of Goods

As advised, in the event that the merits listed above are insufficient to overcome the refusal, I am proposing adoption of the following accurate identification for the SOLARQUEST board game:

Equipment sold as a unit for playing a board game (in class 28).

Very Truly Yours,


Valen Brost

ST. CHARLES. MO
JOURNAL
-TH W 52.500--
ST. LOUIS 1/17/1944 124 2400

Santa Claus.
Hello, how are you? How is Mrs.
Claris? Please answer my
questions. This is what I want. A
keychain, Solar Quent, Barbie Ice
Cream Shop.
Love, Sara Maier

Players must pay fairly close attention because it's incredibly easy to run out of fuel and be booted out of the game.

By Bill Smith
Washington Staff

Shoot For The Stars

With

SOLARQUEST®

the

Space-Age Real Estate Game

GAMES

SOLARQUEST

By Chris Dixon and James Craig
Knoxville Staff Writers

An exciting new board game put on the market this year is *Salsarim*. It is a space age real estate game for two to six players, ages 8 to adult. We think it is a lot like Monopoly, but it takes place in space.

The object of the game is to travel through space, building a financial empire and to become the last player on the board. Instead of landing on Boardwalk and Park Avenue, you land on planets, moons and intelligent. Red Shift cards give players

...divisions in outer space.

We let 12 kids play the game; six said it was the best game they ever played and six others said it was better than Monopoly. The film are simple, but it takes a long time to play. It's from Western Publishing Company and is available at toy stores.

NAMEO, MI
 NAMEU OBSERVER
 -- W 6.652-
 MI 1201 MI 1201 MI 1201 MI 1201

Dear Sonu,
 I have been good and would you
 get us these gifts please Santa.
 Santa I will have you cookies
 for sure Santa so now I am
 going to start my list now
 O K Rudin Control Pickup
 Truck 444
 snow, 6th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th, 101st, 102nd, 103rd, 104th, 105th, 106th, 107th, 108th, 109th, 110th, 111th, 112th, 113th, 114th, 115th, 116th, 117th, 118th, 119th, 120th, 121st, 122nd, 123rd, 124th, 125th, 126th, 127th, 128th, 129th, 130th, 131st, 132nd, 133rd, 134th, 135th, 136th, 137th, 138th, 139th, 140th, 141st, 142nd, 143rd, 144th, 145th, 146th, 147th, 148th, 149th, 150th, 151st, 152nd, 153rd, 154th, 155th, 156th, 157th, 158th, 159th, 160th, 161st, 162nd, 163rd, 164th, 165th, 166th, 167th, 168th, 169th, 170th, 171st, 172nd, 173rd, 174th, 175th, 176th, 177th, 178th, 179th, 180th, 181st, 182nd, 183rd, 184th, 185th, 186th, 187th, 188th, 189th, 190th, 191st, 192nd, 193rd, 194th, 195th, 196th, 197th, 198th, 199th, 200th, 201st, 202nd, 203rd, 204th, 205th, 206th, 207th, 208th, 209th, 210th, 211st, 212nd, 213rd, 214th, 215th, 216th, 217th, 218th, 219th, 220th, 221st, 222nd, 223rd, 224th, 225th, 226th, 227th, 228th, 229th, 230th, 231st, 232nd, 233rd, 234th, 235th, 236th, 237th, 238th, 239th, 240th, 241st, 242nd, 243rd, 244th, 245th, 246th, 247th, 248th, 249th, 250th, 251st, 252nd, 253rd, 254th, 255th, 256th, 257th, 258th, 259th, 260th, 261st, 262nd, 263rd, 264th, 265th, 266th, 267th, 268th, 269th, 270th, 271st, 272nd, 273rd, 274th, 275th, 276th, 277th, 278th, 279th, 280th, 281st, 282nd, 283rd, 284th, 285th, 286th, 287th, 288th, 289th, 290th, 291st, 292nd, 293rd, 294th, 295th, 296th, 297th, 298th, 299th, 300th, 301st, 302nd, 303rd, 304th, 305th, 306th, 307th, 308th, 309th, 310th, 311st, 312nd, 313rd, 314th, 315th, 316th, 317th, 318th, 319th, 320th, 321st, 322nd, 323rd, 324th, 325th, 326th, 327th, 328th, 329th, 330th, 331st, 332nd, 333rd, 334th, 335th, 336th, 337th, 338th, 339th, 340th, 341st, 342nd, 343rd, 344th, 345th, 346th, 347th, 348th, 349th, 350th, 351st, 352nd, 353rd, 354th, 355th, 356th, 357th, 358th, 359th, 360th, 361st, 362nd, 363rd, 364th, 365th, 366th, 367th, 368th, 369th, 370th, 371st, 372nd, 373rd, 374th, 375th, 376th, 377th, 378th, 379th, 380th, 381st, 382nd, 383rd, 384th, 385th, 386th, 387th, 388th, 389th, 390th, 391st, 392nd, 393rd, 394th, 395th, 396th, 397th, 398th, 399th, 400th, 401st, 402nd, 403rd, 404th, 405th, 406th, 407th, 408th, 409th, 410th, 411st, 412nd, 413rd, 414th, 415th, 416th, 417th, 418th, 419th, 420th, 421st, 422nd, 423rd, 424th, 425th, 426th, 427th, 428th, 429th, 430th, 431st, 432nd, 433rd, 434th, 435th, 436th, 437th, 438th, 439th, 440th, 441st, 442nd, 443rd, 444th, 445th, 446th, 447th, 448th, 449th, 450th, 451st, 452nd, 453rd, 454th, 455th, 456th, 457th, 458th, 459th, 460th, 461st, 462nd, 463rd, 464th, 465th, 466th, 467th, 468th, 469th, 470th, 471st, 472nd, 473rd, 474th, 475th, 476th, 477th, 478th, 479th, 480th, 481st, 482nd, 483rd, 484th, 485th, 486th, 487th, 488th, 489th, 490th, 491st, 492nd, 493rd, 494th, 495th, 496th, 497th, 498th, 499th, 500th, 501st, 502nd, 503rd, 504th, 505th, 506th, 507th, 508th, 509th, 510th, 511st, 512nd, 513rd, 514th, 515th, 516th, 517th, 518th, 519th, 520th, 521st, 522nd, 523rd, 524th, 525th, 526th, 527th, 528th, 529th, 530th, 531st, 532nd, 533rd, 534th, 535th, 536th, 537th, 538th, 539th, 540th, 541st, 542nd, 543rd, 544th, 545th, 546th, 547th, 548th, 549th, 550th, 551st, 552nd, 553rd, 554th, 555th, 556th, 557th, 558th, 559th, 560th, 561st, 562nd, 563rd, 564th, 565th, 566th, 567th, 568th, 569th, 570th, 571st, 572nd, 573rd, 574th, 575th, 576th, 577th, 578th, 579th, 580th, 581st, 582nd, 583rd, 584th, 585th, 586th, 587th, 588th, 589th, 590th, 591st, 592nd, 593rd, 594th, 595th, 596th, 597th, 598th, 599th, 600th, 601st, 602nd, 603rd, 604th, 605th, 606th, 607th, 608th, 609th, 610th, 611st, 612nd, 613rd, 614th, 615th, 616th, 617th, 618th, 619th, 620th, 621st, 622nd, 623rd, 624th, 625th, 626th, 627th, 628th, 629th, 630th, 631st, 632nd, 633rd, 634th, 635th, 636th, 637th, 638th, 639th, 640th, 641st, 642nd, 643rd, 644th, 645th, 646th, 647th, 648th, 649th, 650th, 651st, 652nd, 653rd, 654th, 655th, 656th, 657th, 658th, 659th, 660th, 661st, 662nd, 663rd, 664th, 665th, 666th, 667th, 668th, 669th, 670th, 671st, 672nd, 673rd, 674th, 675th, 676th, 677th, 678th, 679th, 680th, 681st, 682nd, 683rd, 684th, 685th, 686th, 687th, 688th, 689th, 690th, 691st,

friend
A. A. A. A.
for breaking in

A Stellar Profit Margin

Here we have a new board game that teaches your kids to appreciate the boundless wonders of the universe — plus, of course, how to exploit them for capital gains.

It's called **Solarquest** — "The Space-Age Real Estate Game." The Golden game, its publicists say, has players travel the solar system, "building monopolies of planets, moons and other properties." The winner is he who "best ration his fuel use, survives the rigors of space travel and builds the greatest financial empire."

BUFFALO, NY
NEWS
15.23/-S 362.795
ALD METROPOLITAN AREA

'It's really like a space-age Monopoly'... but 'it's really quite different and challenging.'

Erfinder
Valeri Orosi

Still, once the surprise of finding Pluto between Mars and Uranus has worn off, one can enjoy whiling away the hours becoming a Space Age real estate tycoon.

—Reviews & Previews

Dear Sylvia (Mrs.
Mr. "Mammals"
Glimmering Hare, ST/AL/CL/...
Hare, ST/AL/CL/...
Shallop, Parasite, Scatting, AL/...
more Dr. AL/...
Clump, Sawmill, Apple Task, Hu-
about, Sweettrap, Backfire, Molo-
mouth.

In Solarquest, space is run by busin.

For example, Monopoly has been repackaged in a game called Solarquest, Cunningham said. But instead of buying properties like Boardwalk and Park Place, players buy Saturn or Venus.

Gannett News Service contributed to this article

Families Reach for the Stars

What more could a space-loving child (or adult) want?

Playing the game, children and their families will learn fascinating facts about the solar system, as they travel through space building monopolies of planets, moons and satellites - an "out of this world" gift.

BOYERTOWN, PA
NEWS

NOV 25 1987

learning experience

The entire family will also enjoy hours of excitement playing Solarquest, the new space-age real estate board game.

stimulates the imagination

In a game called Solarquest, players travel through the solar system, building monopolies of planets, moons and satellites, and collecting rent. The player who best ration's fuel, survives space travel and builds the greatest financial empire is the winner.

ELIZABETH. NJ
JOURNAL
-D. 34.395

Dear Santa Claus,
All I want for christmas is a game
called salarquest and a free ticket to
pontiac silverdome. I wish you get me
an wintendo & 3 game mike thusen's
punchout kon-tu and Duck hunt, but
the most thing my brothers and I want
is a computer.


Sincerely, Hassan Farhat

Sincerely, Hassan Farbat

CERTIFICATE OF SERVICE

I hereby certify that on March 30, 2004, I served the foregoing Declaration of Christopher C. Larkin in Support of Opposer's Motions: (1) For Leave to File a First Amended Notice of Opposition and (2) For Summary Judgment on Newly-Pleaded Grounds for Opposition on the applicant by depositing a true copy thereof in a sealed envelope, postage prepaid, in First-Class U.S. mail addressed to applicant's counsel as follows:

Kenneth R. Caldwell, Esq.
Watson Rounds
5371 Kietzke Lane
Reno, NV 89511-1448



Eleanor Elko

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of Application Serial No. 76/295,515
Published in the Official Gazette on June 18, 2002

UNIVERSAL CITY STUDIOS LLLP,

Opposer,

v.


VALEN BROST,

Applicant.

Opposition No. 153,683

CERTIFICATE OF MAILING

I hereby certify that on March 30, 2004, this paper is being deposited with the U.S. Postal Service by "Express Mail Post Office to Addressee" service with Express Mail Label No. EV171936384US for delivery to the Commissioner for Trademarks, BOX TTAB NO FEE, 2900 Crystal Dr., Arlington, VA 22202-3513.


Eleanor Elko

**DECLARATION OF ANNE B. NIELSEN IN SUPPORT OF OPPOSER'S MOTIONS
FOR: (1) LEAVE TO FILE A FIRST AMENDED NOTICE OF OPPOSITION AND (2)
SUMMARY JUDGMENT ON NEWLY-PLEADED GROUNDS FOR OPPOSITION**

I, ANNE B. NIELSEN, hereby declare:

1. I am Vice President and Senior Trademark Counsel for opposer Universal City Studios LLLP ("Opposer"), successor-in-interest to Universal City Studios, Inc. I make this declaration on the basis of my own personal knowledge and in support of Opposer's motions for leave to file a First Amended Notice of Opposition and for summary judgment on the newly-pleaded grounds for opposition.

2. Opposer is the owner of a number of registrations of "UNIVERSAL" marks, including those registrations attached hereto as Exhibit 1, by virtue of transactions reflected in documents recorded in the Patent and Trademark Office at Reel 2612, Frame 0149, Reel 2617, Frame 0197, and Reel 2619, Frame 0801 and described in more detail in my April 29, 2003 declaration in support of Opposer's motion to substitute Universal City Studios LLLP for the original opposer Universal City Studios, Inc. Opposer also uses and/or licenses the use of, various marks and names consisting of or containing the mark "UNIVERSAL." Opposer

commenced this opposition on the ground of confusingly similarity between its marks and names and the "UNIVERSAL TOYS" mark shown in the opposed application filed by applicant Valen Brost.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 29 day of March, 2004 at Universal City, California.


ANNE B. NIELSEN

Int. Cl.: 41

Prior U.S. Cl.: 107

United States Patent and Trademark Office

Reg. No. 1,144,545

Registered Dec. 23, 1980

SERVICE MARK
Principal Register

UNIVERSAL

Universal City Studios, Inc. (Delaware corporation)
100 Universal City Plz.
Universal City, Calif. 91608

For: ENTERTAINMENT SERVICES—NAME-
LY, PRODUCTION OF MOTION PICTURE
FILMS FOR THEATRICAL AND TELEVISION
USE AND DISTRIBUTION OF SUCH FILMS
PRODUCED BY APPLICANT AND BY OTH-
ERS, in CLASS 41 (U.S. Cl. 107).

First use May 20, 1912; in commerce May 20,
1912.

Owner of U.S. Reg. Nos. 105,030, 947,751 and
others.

Ser. No. 203,908, filed Feb. 14, 1979.

MARC BERGSMAN, Primary Examiner

CARLISLE WALTERS, Examiner

Int. Cl.: 28

Prior U.S. Cls.: 22 and 50

United States Patent and Trademark Office **Reg. No. 1,531,018**
Registered Mar. 21, 1989

**TRADEMARK
PRINCIPAL REGISTER**

UNIVERSAL STUDIOS

UNIVERSAL CITY STUDIOS, INC. (DELA-
WARE CORPORATION)
100 UNIVERSAL CITY PLAZA
UNIVERSAL CITY, CA 91608

FOR: TOYS AND GAMES, NAMELY, TOY
WATCHES; TOY SUNGLASSES; DOLLS;
STUFFED TOY ANIMALS; PUZZLES; CHRIST-
MAS TREE ORNAMENTS, IN CLASS 28 (U.S.
CLS. 22 AND 50).

FIRST USE 1-1-1964; IN COMMERCE
1-1-1964.

OWNER OF U.S. REG. NOS. 1,095,505, 1,355,894
AND OTHERS.

SER. NO. 728,725, FILED 5-16-1988.

ESTHER A. BORSUK, EXAMINING ATTOR-
NEY

Int. Cl.: 9

Prior U.S. Cl.: 38

United States Patent and Trademark Office

Reg. No. 1,637,487
Registered Mar. 12, 1991

**TRADEMARK
PRINCIPAL REGISTER**

UNIVERSAL

UNIVERSAL CITY STUDIOS, INC. (DELA-
WARE CORPORATION)
100 UNIVERSAL CITY PLAZA
UNIVERSAL CITY, CA 91608

FOR: MOTION PICTURE PHOTOPLAYS,
MOTION PICTURE AND SOUND FILMS, IN
CLASS 9 (U.S. CL. 38).

FIRST USE 5-20-1912; IN COMMERCE
5-20-1912.
OWNER OF U.S. REG. NOS. 874,303, 1,394,409
AND OTHERS.

SER. NO. 74-060,226. FILED 5-17-1990.

ELISSA ROSENBURGH, EXAMINING ATTOR-
NEY

Int. Cl.: 41

Prior U.S. Cl.: 107

United States Patent and Trademark Office

Reg. No. 1,803,468

Registered Nov. 9, 1993

**SERVICE MARK
PRINCIPAL REGISTER**



UNIVERSAL CITY STUDIOS, INC. (DELA-
WARE CORPORATION)
100 UNIVERSAL CITY PLAZA
UNIVERSAL CITY, CA 91608

FOR: ENTERTAINMENT SERVICES;
NAMELY, PRODUCTION AND DISTRIBUTION
OF A VARIETY OF MOTION PICTURES AND
TELEVISION PROGRAMS FOR PRESENTA-
TION OVER TELEVISION AND IN THEA-
TERS, IN CLASS 41 (U.S. CL. 107).

FIRST USE 5-25-1990; IN COMMERCE
5-25-1990.

THE LINING IN THE DRAWING IS A FEA-
TURE OF THE MARK AND DOES NOT REP-
RESENT COLOR.

SER. NO. 74-367,629, FILED 3-12-1993.

GERALD C. SEE GARS, EXAMINING ATTOR-
NEY

Int. Cl.: 28

Prior U.S. Cls.: 22, 23, 38 and 50



United States Patent and Trademark Office

Reg. No. 1,918,128

Registered Sep. 12, 1995

**TRADEMARK
PRINCIPAL REGISTER**

UNIVERSAL INTERACTIVE STUDIOS

UNIVERSAL CITY STUDIOS, INC. (DELA-
WARE CORPORATION)
100 UNIVERSAL CITY PLAZA
UNIVERSAL CITY, CA 91608

FOR: INTERACTIVE VIDEO GAME PRO-
GRAMS AND INTERACTIVE VIDEO GAMES
OF VIRTUAL REALITY COMPRISED OF COM-
PUTER HARDWARE AND SOFTWARE, IN
CLASS 28 (U.S. CLS. 22, 23, 38 AND 50).

FIRST USE 5-10-1994; IN COMMERCE
5-10-1994.

OWNER OF U.S. REG. NOS. 1,095,505, 1,646,420
AND OTHERS.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "INTERACTIVE", APART
FROM THE MARK AS SHOWN.

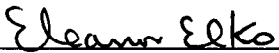
SER. NO. 74-530,174, FILED 5-27-1994.

ALAN ATCHISON, EXAMINING ATTORNEY

CERTIFICATE OF SERVICE

I hereby certify that on March 30, 2004, I served the foregoing Declaration of Anne B. Nielsen in Support of Opposer's Motions for: (1) Leave to File a First Amended Notice of Opposition and (2) Summary Judgment on Newly-Pleaded Grounds for Opposition on the applicant by depositing a true copy thereof in a sealed envelope, postage prepaid, in First-Class U.S. mail addressed to applicant's counsel as follows:

Kenneth R. Caldwell, Esq.
Watson Rounds
5371 Kietzke Lane
Reno, NV 89511-1448



Eleanor Elko